

AMENDED AND RESTATED DECLARATION

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR

KENSINGTON AT WOODFIELD COUNTRY CLUB

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS ("Declaration") made and entered into this ____ day of _____, _____, by ~~CHANNING CORPORATION XXIV~~THE KENSINGTON AT WOODFIELD HOMEOWNERS ASSOCIATION, a Florida not-for-profit corporation, hereinafter referred to as '~~Declarant~~Association' (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, ~~Declarant owns~~ the real property, inclusive of the Common Property and Lots as defined hereinafter, is legally described on Exhibit 'A' attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, ~~the~~ Property is comprised of "Lots" and "Common Properties" serving the "Owners" thereof (as those terms are hereinafter defined); and

~~WHEREAS, Declarant intends that "Dwelling Units" (as that term is hereinafter defined) will be constructed on the Lots in accordance with the provisions of this Declaration; and~~

~~WHEREAS, Declarant~~WHEREAS, Association desires to provide for the preservation of the values and amenities of the Property as hereby or hereafter established; and

WHEREAS, ~~Declarant~~Association has deemed it desirable, for the efficient preservation of the values and amenities in the Property to ~~create~~operate and continue a Florida corporation not for profit (~~hereinafter referred to as the "Association"~~) which ~~will be~~is responsible for the ownership, maintenance

and administration of the Common Properties, the enforcement of this Declaration, and the collection and disbursement of the assessments and charges hereinafter authorized; and

NOW, THEREFORE, ~~Declarant~~Association declares that the Property shall be used and maintained subject to the recitations set forth above, the covenants, reservations, restrictions, easements, charges, and liens hereinafter set forth, all of which shall run with the Property and shall be binding upon and inure to the benefit of ~~Declarant~~Association, its successors and assigns; all Owners of Dwelling Units subjected to this Declaration, their families, guests, tenants and invitees; and all persons having any right, title or interest in any part thereof.

ARTICLE I
DEFINITION

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ARTICLE I DEFINITIONS

The following definitions shall be applicable to this Declaration, the Articles, the By-Laws and to any supplemental declaration, unless otherwise expressly provided herein or therein:

~~Section 1. “Architectural Control Committee” shall mean the committee created pursuant to Article VII hereof.~~

~~Section 2~~

Section 1. “Articles” shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B", as such Articles may be amended from time to time.

Section ~~3~~2. “Assessments” means the “Capital Improvement Assessments,” “Common Assessments” and “Special Assessments” and any and all other assessments levied by the Association in accordance with the provisions of this Declaration.

Section ~~4~~3. “Association” shall mean Kensington at Woodfield, Inc., a Florida corporation not for profit, its successors and assigns.

~~Section 4.~~ ~~Section 5.~~ “Board” shall mean the Board of Directors of the Association

~~Section 6.~~ ~~Section 5.~~ “Building” shall mean any building not located on the Common Properties.

Section ~~76~~. “By-Laws” shall mean the By-Laws of the Association, which have been or shall be adopted by the Board, initially, in the form set forth as Exhibit “C” attached hereto, as such By-Laws may be amended from time to time.

Section ~~87~~. “Capital Improvement Assessment” shall mean a charge against each Owner and his or her Lot, representing a portion of the total costs incurred by the Association for installation, construction or reconstruction of any Improvements on any portion of the Common Properties which the Association may, from time to time, authorize.

Section ~~98~~. “Common assessment” shall mean the charge against each Owner and ~~his or her~~their Lot, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties and the costs incurred by the Association in maintaining certain portions of Lots and Units which the Association is responsible for maintaining pursuant to this Declaration.

Section ~~109~~. “Common Expenses” shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Properties, including, without limitation, those costs not paid by the Owner responsible for such payment, the costs of any and all commonly metered utilities, cable or master television systems, if any, and other commonly metered charges for the Common Properties; costs of management and administration by the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of all utilities, gardening and other servicing benefiting the Common Properties; costs of bonding the members of the Board and the Management Company; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; any charges or expenses set forth in this Declaration or the Exhibits hereto, as costs or expenses to be

borne by the Association, and costs of any other item or items so designated by (or in accordance with other expenses incurred by) the Association for any reason whatsoever in connection with the Common Properties or the obligations and duties of the Association. Without limiting the generality of the foregoing, all expenses incurred by the Association in connection with the maintenance of the water drainage systems within the Property (whether or not such systems and any and all parts thereof are now or hereafter conveyed to the Association), shall be Common Expenses (and all obligations of the ~~Declarant~~Association in connection therewith are hereby specifically assumed by the Association and shall be fully performed by the Association from and after the date this Declaration is recorded). In addition, any and all assessments payable to the Woodfield Association shall be Common Expenses.

Section ~~11~~10. "Common Properties" shall mean those portions of the Property which are not included within the Lots shown on the Plat and are dedicated thereon to the Association.

Section ~~12~~. "~~Declarant~~" ~~shall mean and refer to Charming Corporation XXIV, a Florida corporation, its successors and assigns, provided such successors and assigns acquire any portion of the Property from Declarant for the purpose of development and resale, and further provided Declarant specifically assigns (either on an exclusive or nonexclusive basis) all or a portion of such rights of Declarant hereunder as Declarant shall determine in its sole and unfettered discretion. Any such assignment shall be in writing and recorded in the Public Records of Palm Beach County, Florida. As used in this Declaration, the term "Lot owned by Declarant" or words of similar import shall mean and refer to Lots subject to this Declaration owned by Declarant~~11. "Declaration" shall mean this Amended and Restated Declaration, as it may be amended from time to time.

~~Section 13. "Declaration" shall mean this instrument, as it may be amended from time to time.~~

~~Section 14. "Design Review Board" shall mean the committee created pursuant to the Master Declaration for the purpose of exercising the design review and control functions of the Woodfield Association~~

~~Section 15~~Section 12. "Dwelling Unit" or "Unit" means any residential dwelling, including accessory structure(s), intended as an abode and located on a Lot.

~~Section 16~~Section 13. "Homeowner Documents" means in the aggregate this Declaration, the Articles, the By-laws, the Rules, and all of the instruments and documents referred to therein or referred to herein, as all such documents may be amended from time to time.

Section ~~17~~14. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located on the Property including, but not limited to, Buildings, out-buildings, walkways, sprinkler pipes, electric meters, lighting fixtures, light bulbs, roads, driveways, parking areas, fences, screening walls, roofs, generators, windows, doors, garage doors, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and exterior air-conditioning and, water softener fixtures or equipment, and pools, if any.

Section ~~18~~15. "Institutional Mortgagee" shall mean a bank, savings and loan association, mortgage company, the Federal National Mortgage Association, an insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, a pension trust or affiliate thereof, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, Veterans Administration, a lender generally recognized in the community as an "institutional-type" lender, ~~the Master Developer, the Declarant, or any entity, firm or person now or hereafter designated by Declarant as an "Institutional Mortgagee".~~ In case of question, the

~~Declarant Board~~ may determine, in its sole discretion, who is an Institutional Mortgagee. An "Institutional First Mortgagee" is an Institutional Mortgagee who holds a first mortgage on a Unit. ~~In addition, for purposes of Article XIII below, Boca Lending Corporation, its successors and/or assigns, shall be deemed to be an Institutional First Mortgagee notwithstanding that it shall be the holder of a junior mortgage on all or a portion of the Property.~~

Section 16. ~~“Kensington Design Review Board” or “Kensington DRB” shall mean the committee created pursuant to Article VII hereof.~~

Section 17. ~~Section 19.~~ 'Lot' means a portion of the Property so designated on the Plat.

~~Section 20.~~ Section 18. ~~"Master Design Review Board" shall mean the committee created pursuant to the Master Declaration for the purpose of exercising the design review and control functions of the Woodfield Association~~

Section 19. “Management Company” shall mean the person, firm or corporation which may from time to time be retained by the Association to assist in fulfilling or carrying out certain duties, powers or functions of the Association or as may be expressly designated by the Association as the “Management Company” under this Declaration.

~~Section 21.~~ Section 20. “Master Declaration” shall mean that certain Master Declaration of Covenants and Restrictions for WOODFIELD COUNTRY CLUB P.U.D. recorded in Official Records Book 5037, Page 157 of the Public Records of Palm Beach County, Florida, as amended and modified pursuant to that certain first supplement to the Master Declaration recorded in Official Records Book 5341 at Page 216; that certain second supplement to the Master Declaration recorded in Official Records Book 5785 at Page 1343; that certain third supplement to the Master Declaration recorded in Official Records Book 8145 at Page 1577; that certain fourth supplement to the Master Declaration recorded in Official Records Book 8235 at Page 361; and any and all subsequent amendments and/or supplements thereto.

Section ~~22.~~ ~~"Master Developer" shall mean Woodfield Partners Ltd., L.P., its successors and/or assigns.~~ 21. RESERVED

Section 22. RESERVED.

Section 23. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 24. "Operating Expenses" means the expenses for which Owners are liable to the Woodfield Association pursuant to the Master Declaration and any other related documents (*Woodfield Documents").

Section 25. "Owner" or "Unit Owner" shall mean the person or persons or legal entity or entities, including Declarant, holding fee simple interests of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation.

Section 26. "Parcel" means land designated as a Parcel (as that term is defined in the Master Declaration) and administered by a Parcel Association. The Property is a Parcel.

Section 27. ~~"Parcel Developer" means a developer designated as a Parcel Developer by the Master Declaration. Charming Corporation XXIV, a Florida corporation, is a Parcel Developer.~~

~~Section 28. "Person"~~ "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

Section ~~29~~28. "Plat" means the Plat of Kensington at Woodfield Country Club recorded at Plat Book 73, Pages 154-156 of the Public Records of Palm Beach County, Florida, as amended from time to time. ~~Declarant reserves the right, in its sole discretion, and with the written approval of the City of Boca Raton, Florida, and the Woodfield Association, to amend the Plat from time to time, without the~~

~~written approval of the Association or any Owner, notwithstanding the fact that an Owner has closed on his or her Lot.~~

Section 29. "Quorum" means the presence of Members (in person at the meeting facility or via Board approved communication media technology) or by proxy entitled to cast thirty percent (30%) of the votes.

Section 30. "Related Party" shall mean any partner, whether general or limited, manager, owner, shareholder, parent, subsidiary or affiliate, including officers, directors, employees, agents, contractors and attorneys, and any Related Party to all or any of the foregoing.

Section 31. "Special Assessments" shall mean and include charges (not chargeable generally to all Owners as a Common Assessment) against one or more or all Owners and their Lots for matters not covered by Common Assessments or for the cost incurred by the Association for corrective or enforcement action plus interest thereon in connection with the enforcement of this Declaration against such Owner(s).

Section 32. "Woodfield Association" shall mean and refer to the WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

ARTICLE II

OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easement. Every Owner shall have a nonexclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every Lot, subject to the provisions of this Declaration and the following:

a. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties.

b. The right of the Board to establish from time to time uniform rules and regulations (hereinafter referred to as 'Rules') pertaining to the use and operation of the Lot and Common Properties, ~~the Lots and Improvements~~ with regard to the rights, power and duties of the Association and Owners, ~~including, but not limited to, the right and obligation of the Association to enforce all parking and vehicle restrictions within the Common Properties as set forth in Sections 3 and 6 of Article IX hereof.~~

c. The right of the Association to suspend an Owner's voting rights and his or her right to use the Common Properties (except for ingress and egress) for any period during which any Assessment against his or her Lot remains unpaid and delinquent; and the right of the Association to suspend such rights for a reasonable period ~~not to exceed thirty (30) days~~ for any single infraction or violation of this Declaration or the Rules, provided that any suspension of such voting rights and/or right to use the Common Properties shall be made ~~only by the Board after notice and hearing as provided in the By Laws or in the Rules~~ pursuant to Florida law.

d. ~~Subject to the provisions of Article XIII of this Declaration, the right of the Declarant, so long as Declarant shall own any of the Common Properties, (which right is hereby reserved) to dedicate, release, alienate or transfer all or any part of such Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as the Declarant shall determine, in its sole discretion, provided, however, that except where required by applicable authority or where absolutely necessary, the exercise of such rights do not unreasonably materially adversely affect the intended use and enjoyment of the Property and further provided that, if required by the Master Declaration, Declarant first obtains the consent of the Woodfield~~

~~Association. The Association, provided it first obtains the written approval of Declarant, as long as the Declarant owns any Lot and thereafter without approval of the Declarant, shall have the same rights reserved by the Declarant in this Article II, Section 1.e.~~

~~e. — So long as Declarant shall own any portion of the Property, the right of the Declarant (and its contractors, subcontractors, sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, construction, ingress, egress and exhibit purposes. The Declarant expressly reserves the right to place and maintain, without charge, sales offices on Lots owned by Declarant and in areas designated as Common Properties.~~

~~f. — d. The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or if the Common Properties are not conveyed to the Association, the foregoing shall require the approval of the Declarant.~~

e. . The right of the Association to replace destroyed trees and other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Properties, and to gain access to all portions of the Common Properties for such purposes.

f. The rights and powers of the Association ~~and Declarant~~ under this Declaration.

~~g. Anything to the contrary herein notwithstanding, no action authorized in, or amendments to paragraphs (a), (c), (d), (g), or (h), of this Article II, Section (1), shall be taken or made without the prior written consent of the Declarant as long as the Declarant owns any portion of the Property.~~

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Properties and facilities to the members of his or her family, or to approved tenants who reside in his or her Unit, subject to the Rules.

Section 3. Easements for Vehicular and Pedestrian Traffic. ~~Declarant~~Association hereby reserves for itself, all ~~figure~~ Owners within the Property, and their tenants, guests, and invitees, a non-exclusive easement for vehicular and pedestrian traffic over all private streets within the Common Properties, subject to the provisions of Section 3 of this Article II and the Rules ~~adopted by the Board~~. All Common Properties are reserved by the ~~Declarant~~Association, its successors and assigns, for use by any individuals or entities who may be granted the right to use same by ~~Declarant~~Association, from time to time, whether on a temporary or permanent basis.

Section 4. Easements for Municipal, County and Private Utility Use. There shall be ~~and Declarant hereby creates, grants and reserves and covenants for itself and all future Owners within the Property~~, easements for municipal, and private and public utility services, including, but not limited to, the right of the police and fire departments to enter upon any part of the Common Properties for the purpose of carrying out their lawful duties and the right of all utility companies to install and maintain their equipment and provided, however, that any such utility easements are approved in writing by ~~Declarant or~~ Association.

Section 5. Waiver of Use. No Owner may exempt himself from personal liability for Assessments, or release his or her ~~Unit~~Lot from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon, or by abandonment of his or her ~~Unit~~Lot.

Section 6. The Woodfield Association and the Master Declaration. The Property is subject to the Master Declaration. The Master Declaration (a) describes the Common Areas which serve all of the Woodfield Country Club P.U.D., (b) sets forth the procedure for the administration, management, operation and maintenance of the Common Areas as defined therein, (c) provides that the costs and expenses thereof be assessed by the Woodfield Association against all the lots" (as that term is defined therein), and (d) grants to the Woodfield Association certain remedies for the enforcement of such assessments, including, but not limited to, lien rights against each such lot. All of the provisions of the Master Declaration including, but not limited to, the affirmative covenants and obligations to pay common expenses, shall run with the land which is subject to the Master Declaration, including the Property. The Master Declaration also sets forth certain restrictions on the use of all ~~Units~~Lots. Pursuant to the Woodfield Documents, each Owner shall be a member of the Woodfield Association. This provision may not be amended without the prior written consent of the Woodfield Association.

Section 7. Restrictions on Additional Easements. No Owner, ~~other than the Declarant,~~ shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the Association.

Section 8. General Plan for Development. The Property is currently comprised of one hundred eight (108) Lots and Common Properties serving same. ~~Declarant presently intends that there~~There will be situated one (1) Dwelling Unit on each Lot.

ARTICLE III

MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

Section 1. Membership. Every ~~UnitLot~~ Owner ~~and the Declarant~~ shall be a member of the Association. Membership in the Association shall not be assignable by an Owner, except to the successor-in-interest of the Owner, and every such membership ~~(other than that of Declarant)~~ shall be appurtenant to and may not be separated from the fee ownership of a ~~UnitLot~~. Ownership of such

~~Unit~~Lot shall be the sole qualification for membership in the Association by an Owner ~~(other than Declarant)~~. As long as Declarant owns any portion of the Property, Declarant shall be a Member.

Section 2. Classes of Voting Membership. The Association shall have ~~two (2)~~ one class of ~~voting~~ Members, ~~as follows:~~ which shall be all Owners.

Section 3. Vote Distribution. ~~Class A.~~ Class A All Members shall be ~~all Owners, with the exception of Declarant, for so long as there exists a Class B membership. Declarant shall become a Class A Member with regard to Lots and Units owned by Declarant upon termination and conversion of Declarant's Class B membership as provided below.~~

~~Class B.~~ The only Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each Lot ~~owned by Declarant (with or without a Unit constructed thereon), plus two (2) votes for each Class A Vote from time to time existing in Members other than Declarant, provided that the Class B membership shall cease and be converted to Class A Membership upon the first to occur of the following events:~~

~~(1) — The Turnover Date, as hereinafter defined.~~

~~(2) — Thirty (30) days after Declarant elects to terminate the Class B Membership by written instrument executed with the formalities of a deed and recorded in the Public Records of Palm Beach County, Florida;~~

~~(3) — Seven (7) years' following conveyance of the first Unit.~~

~~Upon such termination of the Class B membership, the Class A Members shall assume control of the Association and elect the Board.~~

~~Section 3. Vote Distribution. Class A Members (other than Declarant) shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When Declarant becomes a Class A Member as provided above, Declarant shall be entitled to one vote for each lot it owns (with or without a Unit constructed thereon).~~ When more than one person ("Co-Owner") holds an interest or interests in any ~~Unit or~~ Lot, all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote respecting the ~~Unit or Lot. Such Co-Owners may, from time to time, all~~ Lot. When a Lot is owned by a legal entity such as a corporation, limited liability corporation, or similar, it shall have only one vote regardless of the number of owners or officers. ~~Such Co-Owners may, and legal entities shall,~~ designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each ~~Unit~~ Lot shall be exercised, if at all, as a whole. Where no voting ~~Co-Owner representative of a legal entity~~ is designated, or if such designation has been revoked, the vote for such ~~Unit~~ Lot shall ~~be exercised as the majority of the~~ not be permitted. ~~Natural person Co-Owners mutually agree. No may vote shall be cast for any Lot or Unit where the majority of the Co-Owners do not so agree. Unless the Board receives a written objection from without submitting a Co-Owner, it shall be presumed that the voting Co-Owner certificate, as long as only one vote is acting with the consent of the other Co-Owners. cast.~~

Section 4. Co-Owner Rights and Obligations. All Co-Owners (including, without limitation, any non-voting Co-Owners) shall be jointly and severally responsible for all obligations imposed upon the jointly owned Lots ~~or Units~~ and said Co-Owners shall be entitled to all benefits of ownership, except as expressly otherwise provided herein. All agreements and determinations made by the Association, or contained in the By-Laws shall be binding on all Co-Owners, their

successors and assigns. ~~If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association, failing which such Unit shall not be able to vote..~~

Section ~~45~~. Membership in Woodfield Association. Every ~~Unit~~Lot Owner ~~and the Declarant~~ shall be a member of the Woodfield Association. ~~The Members of the~~

Section 6. Member Representative to Woodfield Association. The Board shall elect a ~~representative~~ board member as a designee to vote the interests of such Members in the Woodfield Association in accordance with Article VI Section 2 of the Master Declaration. The designee shall vote as directed by the Board and any vote to the contrary shall be null and void and the Woodfield Association shall be entitled to rely on the minutes of the Board meeting at which the Board directed the vote to the designee.

ARTICLE IV

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board, in addition to the powers and duties set forth in the Articles, By-Laws and otherwise in this Declaration, shall also have the following powers and duties:

- a. To maintain, repair and otherwise manage the Common Properties and all Improvements thereon in accordance with the provisions of this Declaration, and to assume such maintenance obligations of Owners as it may elect from time to time.
- b. To maintain all private streets within the Common Properties, including cleaning and periodic resurfacing, and to maintain true and level all paver sidewalks and drives.
- c. To maintain and replace when necessary trees and other landscaping and landscape irrigation on the ~~Property~~Common Properties and outside the perimeter wall and/or fence

along any public right of way, including any wall located within the landscape easement along the Florida Turnpike as shown on the Plat. The Association may repair and replace landscaping and irrigation on the Lots at the discretion of the Board, which said charge shall be charged as an assessment to the Lot for which the repair/replacement was performed..

- d. To obtain, for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electric services, and provide for all refuse collection, and, if authorized by the Woodfield Association, cable or master television service.
- e. ~~Provided written consent of Declarant is obtained while Declarant owns any portion of the Property, to~~To grant reasonable easements, rights-of-way or strips of land, where necessary, for utilities, cable, water and sewer facilities, drainage and other services over, under, across and through the Property to serve the Common Properties and other portions of the Property, but not to interfere with the ~~Units~~Lots and substantial rights of Owners.
- f. To maintain such policy or policies of liability and fire insurance with respect to the Common Properties and personal property located thereon or used in connection therewith, if any, owned by the Association ~~or the Declarant~~ as provided herein in furthering the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws.
- g. At the option of the Board, to maintain such policy or policies of hazard, flood, if applicable, fire and extended coverage insurance with respect to the Lots, including the Units ~~thereon~~, as provided for herein in order to protect the interests of the Association and Members as directed by this Declaration and the By-Laws, it being recognized each Owner is responsible for insurance coverage on ~~his~~their Unit and Lot.

- h. To maintain such other insurance as the Board, in its discretion, may determine from time to time to be in the best interest of the Association and the Owners, including directors' and officers' liability insurance ~~or such other insurance as an Institutional Mortgagee may reasonably require, so long as it is the owner of a mortgage on any Lot.~~
- i. At the option of the Board, to employ or contract with a Management Company ~~(which may be an affiliate of Declarant)~~ to perform all or any part of the duties and responsibilities of the Association and, at the option of the Board, delegate its powers to committees, officers and employees.
- j. At the option of the Board, and with the authorization of the Woodfield Association, to install and maintain security devices, detectors and communications facilities, and employ or contract for employment of security service guards and watchmen for the Common Properties or the Property as a whole.
- k. To ~~maintain, clean,~~ paint and/in whole or repair in part the exterior of the Units. ~~Such maintenance shall include but not be limited to repainting with colors approved by the Unit in whole or in part.~~ Board and consistent with Rules adopted by the Board, and cleaning of the roofs of the Units.
- l. At the option of the Board, to maintain and/or repair the roofs, pipes and utility conduits and such other items as are the obligation of the Unit/Lot Owner when the Unit/Lot Owner fails to maintain same in first-class condition, after the Board has determined the necessity of such maintenance and/or repair and has given the Unit/Lot Owner notice in accordance with the provisions of Article VIII.
- m. To pay the insurance, taxes (including real estate taxes), maintenance, repair and replacement expenses necessary in connection with the Common Properties.

n. Upon request, during normal business hours or under other reasonable circumstances, to make available for inspection by Owners, Institutional First Mortgagees, and other lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, Rules, and the books, records and financial statements of the Association.

~~e. — At the option of the Association, to contract with the applicable company on behalf of the Association or the Owners for the furnishing of gas for exterior lights to be affixed to the Units, which lights shall be operated in accordance with the Rules. The foregoing expenses shall be the obligation of each Owner and shall be paid directly to the gas company.~~

~~p-o.~~ To take such other action which the Board shall deem advisable with respect to the Property as may be permitted hereunder or under law.

THE ASSOCIATION IS NOT A CONDOMINIUM ASSOCIATION UNDER CHAPTER 718, FLORIDA STATUTES, OR OTHERWISE. THE ASSOCIATION HAS BEEN FORMED FOR THE PRIMARY PURPOSE OF MAINTAINING THE COMMON PROPERTIES. THE COMMON PROPERTIES ARE NOT CONDOMINIUM PROPERTY.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. ~~Subject to the provisions of Section 11 of this Article V and other provisions of this Declaration, Declarant, for each Lot now or hereafter owned by it, hereby covenants, and each~~Each Owner of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments (2) Capital Improvement Assessments, (3) Special Assessments, and (4) all such other assessments and charges set forth in this Declaration with all such Assessments to be imposed and collected as hereinafter provided.

Such Assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge and a continuing lien upon the Lot against which such Assessment is made, until paid. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner(s) of such Lot at the time when the Assessment fell due. Each successor in title to such Owner shall be jointly and severally liable with any former Owner for any delinquent Assessments as well as being liable for Assessments coming due while an Owner, ~~subject to the provisions of this Declaration protecting Institutional First Mortgagees and the Declarant.~~ The Board shall deposit all monies collected in one or more accounts as it shall elect.

Section 2. Common Assessments. The Assessments levied by the Association shall be used exclusively as provided in this Declaration and to promote, in the opinion of the Board, the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties, Lots, and ~~Units~~Lots as otherwise provided in this Declaration. Disbursements shall be made by the Board for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners. All Common Assessments shall be collected at least quarterly or as otherwise determined by the Board, ~~...~~ provided that if not paid within 10 days after due, all such quarterly installments may be accelerated at the option of the Board for the balance of the fiscal year and shall thereupon be due in one lump sum. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed. All Common Expenses shall be assessed exclusively among the Lots which are subject to Assessment pursuant to Article V, Section 1, hereof. ~~Notwithstanding anything contained in the Declaration to the contrary, however, under no circumstances can Assessments due from the Declarant, if any, be accelerated.~~

Section 3. Special Assessments. The maintenance, repair or replacement of the Common Properties arising out of or caused by the willful or negligent act of an Owner, his tenant or either of their families, guests or invitees, shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his Lot to cover the costs in full, except to the extent proceeds of insurance are collected by the Association with respect thereto. The Association may levy and collect Special Assessments against selected Owners due to charges, damages or special expenses incurred by the Association caused by the acts or omissions of said Owners, their tenants or either of their families, guests or agents, by a violation of any provision of this Declaration, the Articles, By-Laws, the Rules, or otherwise. In addition, the Association may levy and collect Special Assessments against all Owners for matters not covered by the Common Assessments.

Section 4. Capital Improvement Assessments. In addition to the Common Assessments authorized above, the Board may levy and collect, in any assessment year, a Capital Improvement Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, ~~repair~~ or replacement of a capital Improvement, or other such alteration or addition, upon the Common Properties, including fixtures and personal property related thereto; provided that such Assessment in excess of ~~ten~~thirty-three percent (~~40~~33%) of the Association budget (excluding any reserves and assessments due the Woodfield Association) shall require the ~~vote or written assent of a majority of the votes of Members;~~consent of a majority of the voting interests present and voting at a meeting of the members at which a Quorum is present or by written consent without a meeting with the written approval of a majority of the voting interests voting provided that a number at least equal to a Quorum of all voting interests casts a ballot., except as provided in Article X hereof and except in the case of an emergency where, in the reasonable judgment of the Board, such action is necessary to prevent further material damage or to protect against bodily injury without taking the

time necessary to obtain approval of Members. ~~No action authorized in this Section 4 shall be taken without prior written consent of the Declarant as long as the Declarant owns any Lot Further, as long as the Declarant owns any Lot, Declarant shall not be required to obtain the vote or assent of the Members to any Capital Improvements Assessment Projects, or parts thereof, which are determined by the Board to be maintenance, even if the result is a betterment to the Improvement shall not require such a vote.~~

Section 5. Reserve Funds. The Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements. In addition, such reserve funds may include a sum to be collected and maintained as a general operating reserve which shall be used for the payment of such other Common Expenses as the Board shall determine. ~~Notwithstanding the foregoing, the Board shall not be obligated to establish any reserve fund.~~

Section 6. Notice and Quorum for any Action Authorized under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than ~~twenty (20)~~fourteen (14) days, nor more than sixty (60) days, in advance of the meeting. ~~At the first such meeting called, the presence of Members in person or by proxy entitled to cast fifty percent (50%) of the votes of each class of membership shall constitute a quorum.~~

~~If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty three and one third~~

~~percent (33-1/3%) of the voting power of each class of membership of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.~~

Section 7. Rate of Assessment. ~~Except as otherwise provided with respect to Declarant,~~ Common Assessments and Capital Improvement Assessments provided for in this Article V shall be allocated and assessed equally among the Lots subject to such Assessments.

~~Section 8. Date of Commencement of Association's Obligation for Collecting Common Assessments. The obligation of the Owners to pay and the Association to collect the Common Assessments shall commence on the day of closing on the first Lot conveyed to an Owner by Declarant. The pro rata portion for the month of closing shall be collected by Declarant.~~

Section 8. RESERVED

Section 9. Rate of Commencement of Common Assessments: Due Date. ~~The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By Laws.~~ The Board shall fix the amount of the annual Common Assessments against each Lot subject to the Assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board. Notwithstanding the foregoing, however, such notice shall not be required in order for such change to become effective.

Section 10. Certificate of the Association as to the Status of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments against a Lot is binding upon the Association as of the date of its issuance.

Section 11. Annual Balance Sheet Prepared by Board. ~~The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association of each fiscal year, which shall be available for review by and distributed to each Institutional First Mortgagee who has filed a written request for copies of the same with the Board. In the manner provided in the By Laws, for each fiscal year the Board shall prepare and distribute to the Members a written estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may, but need not, include reasonable provision for contingencies and reserves).~~The Board shall cause to be prepared an annual financial statement and budget, and distribute it to the Members as required by law. Section 12.

RESERVED

Section 12. Liability of Declarant. ~~Declarant shall have no personal liability for Assessments, interest, costs, or attorneys' fees and the Association and other Owners shall look solely to the Property from time to time owned by Declarant as security for any of the Declarant's obligations hereunder. Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments imposed upon Lots for which it is the Owner as long as the Declarant pays all deficits in the operation of the Association above the Common Assessments assessed against other Owners of Lots. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be computed. Declarant may at any time, and from time to time, be relieved of obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Lots for which it is the Owner.~~

Section 13. Contribution. On each transfer of a Lot, each transferee Owner shall contribute and be charged (a) a Contribution to the Association equal to the amount ~~of the then most recent quarterly~~ assessment of Common Assessments or such amount as may, from time to time, be determined by the Board of Directors in its sole discretion; and (b) an or other contribution to the Woodfield Association as now or

hereafter be required pursuant to the Master Declaration. Any Contribution due to Kensington at Woodfield, Inc. which is not timely paid may be collected by Kensington at Woodfield, Inc. using the same procedures used to collect unpaid maintenance assessments, including recording and foreclosing a claim of lien for the unpaid amount, plus interest, costs and reasonable attorney fees incurred in collection and foreclosure.

a. Each Owner for themselves and their successors and assigns, acknowledges and agrees that capital contributions are the exclusive property of the Association, and no Owner shall have any interest, claim or right to such capital contributions or to any funds composed thereof. The Association may use the ~~reserve funds (if any) and~~ capital contributions for any purpose associated with the operation of the Association as the Board of Directors may, from time to time, determine, including but not limited to start-up expenses of the Association and the cost of performing any maintenance or other work to be performed by the Association, which sums need not be restricted or accumulated.

b. For any Lot to be owned by a corporation, partnership, trust or other form of multiple individual ownership, (hereinafter the "entity"), where a majority ownership or control of the entity changes, the Lot will be considered sold and subject to the application and approval process of Article XX and the contributions requirements of this Section

c. A capital contribution shall not be considered an advance payment of installments of the annual maintenance assessment, or any other assessment or charge.

d. A capital contribution shall be due at the time title transfers to the lot, and shall be the joint and several responsibility of the transferor and transferee.

This Section "13" shall not apply to transfers to an Owner's immediate family (defined and limited to for this section as the Owner's spouse, parents, children, and an individual residing with the Owner at the time of the transfer who shares a single economic living unit with the ~~Owner~~Owner, and excluding any transfers to or from an entity) or to a trustee if the trustee is the Owner or a member of the Owner's immediate family as defined in this paragraph.

Section ~~15~~14. Additional Assessments. The Assessments provided for hereinabove shall be in addition to all other assessments which may be levied by governmental authorities, or the Woodfield Association, in accordance with the Master Declaration.

Section ~~16~~—~~Cable Television~~15. Data transmission and Security Monitoring Service Charge. The Woodfield Association has entered into agreements for ~~cable television~~data transmission and security monitoring services for all Parcels. Each Owner shall be personally liable for charges for ~~cable television~~data transmission and security monitoring services imposed in connection with such agreements. In the event that the Woodfield Association delegates its right to contract for the foregoing services to Parcel Associations, then the Association may enter into agreements for ~~cable television~~data transmission services or security monitoring services and, the Association shall collect the charge therefor and shall remit funds collected to the provider(s) of such service. In the event of collection of such charge by the Association, such charge shall be deemed a Common Expense. Any optional services contracted for by Owners shall be the obligation of such Owners.

Section ~~17~~16. Exempt Property. The Board shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- a. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to the Woodfield Association.
- b. All Common Properties as defined in Article I, Section 11 hereof.
- c. All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

~~Section 18. Exemption of Master Developer. The Master Developer shall not be liable for any Assessments hereunder.~~

ARTICLE VI

EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments. Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. ~~Any, the priority of which shall relate back to the original recordation of the Declaration. If any~~ installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or other Assessment ~~not paid within ten (10) days after the due date is not paid within ten (10) days after the due date, the Owner responsible thereof may be required by the Board to pay an administrative late fee not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date. Any installment due on an Assessment not paid within thirty (30) days after it is due~~ shall bear interest from the due date of such installment at the highest interest rate allowable by law. ~~If any installment due on an Assessment is not paid within twenty (20) days after it is due, the Owner responsible therefor may be required by the Board to pay a late charge to be established by the Board..~~ The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Properties or abandonment of ~~his Unit~~their Lot. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before thirty (30) days from the due date, the Board may, at its option at any time thereafter, declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand or notice and may enforce the collection of the full annual Common Assessment and all charges thereon in any manner authorized by law and this Declaration. If any Assessments are more than thirty (30) days past due at the beginning of any fiscal year, the balance of the installments of the Common Assessment for the fiscal year just starting

may be accelerated at the option of the Board without notice. The Board, for good cause, may and in its sole discretion waive the deadlines, interest and penalties in this section.

Section 2. Notice of Claim of Lien. The Association shall follow the requirements of 720.3085, Florida Statutes, as amended from time to time for enforcing any assessment liens

~~Section 2. Notice of Claim of Lien. No action shall be brought to enforce any Assessment lien herein, unless at least thirty (30) days has expired following the date a copy of the Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner at the address on the records of the Association and if none, at the address of the Unit, and a copy thereof has been recorded by the Association in the Public Records of Palm Beach County, Florida; said Claim of Lien must recite a good and sufficient legal description of any such Unit, the record Owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the highest interest rate allowable by law, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien). Such Claim of Lien shall be signed and acknowledged by an officer of the Association, the attorney or an authorized agent for the Association. The lien shall continue until fully paid or otherwise released or satisfied.~~

Section 3. Collection Expenses. The Association's lien rights shall include late charges, and interest on the unpaid Assessments at the highest lawful rate, plus reasonable attorneys' fees and expenses of collection.

Section 4. Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 5. Curing of Default. Upon payment by the defaulting Owner of the full amount secured by the Claim of Lien or such other amount agreed by the Board, the Association shall record an appropriate Release of Lien.

Section 6. Certificate Issued by Board or Management Company as to a Lien Indebtedness upon a Lot. A certificate executed and acknowledged by ~~any two (2) members of the Board or by the Management Company~~ an officer or agent of the Association stating the indebtedness secured by the lien upon any Lot shall be binding upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request. The Board, in its discretion, may charge a reasonable fee for the issuance of such certificate.

Section 7. Enforcement Authorized by Woodfield Association. The Board may also enforce payment of assessments in any manner authorized by the Woodfield Association.

Section 8. Cumulative Remedies. All rights, remedies, or relief available to the Association in the event of a violation or breach of duty by an Owner under this Declaration, the Articles, By-Laws or Rules, including, without limitation, those relating to Assessment liens and the rights to foreclosure and sale thereunder, shall be cumulative and nonexclusive ~~em in~~ addition to and not in substitution for) all and/or any other fights and remedies which the Association and its assigns may have hereunder and by law, including, without limitation, a suit to recover a money judgment for unpaid Assessments as above provided.

Section ~~8~~9. No Waiver. Failure by the Association to enforce or declare a violation by an Owner of the terms and conditions of this Declaration, the Articles, By-Laws or Rules upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation by the Association and any express waiver of such violation (which must be in writing

to be effective) shall not be considered a continuing waiver. Upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and may exercise concurrently or severally any rights, remedies or relief the Association may have.

ARTICLE VII
DESIGN REVIEW MATTERS
ARCHITECTURAL CONTROL

Section 1. Design Review. All design review matters shall be subject to the jurisdiction of the Master Design Review Board in accordance with the procedures set forth in the Master Declaration. In addition, Unit/Lot Owners shall be subject to the jurisdiction of the Architectural Control Committee/Kensington Design Review Board for the Property as set forth below.

Section 2. ~~Section 2. — Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee, shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Declarant and need not be Unit Owners. Each of said persons shall hold office until all Units planned for the Property have been constructed and conveyed, or sooner, at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Declarant so long as the Declarant owns any portion of the Property that is or may be made subject to this Declaration. Each member shall hold office until the latest of (a) such time as he or she has resigned or has been removed, or (b) until his or her successor has been appointed, as provided herein. Each member of the Committee may be removed at any time with or without cause by the party entitled to appoint the members of the Committee. The Declarant shall have the right to remove and designate new members of the Committee at its discretion as long as Declarant owns any portion of the Property that is or may be made subject to this Declaration. Thereafter or at such earlier time as Declarant in its sole discretion shall determine, the Board shall succeed to the rights of the Declarant to appoint members of the Committee. Accordingly, members of the Committee shall serve at the pleasure of the Declarant or the Board, as the case may be, as provided herein.~~

Members of Kensington Design Review Board (“DRB”). The DRB shall be comprised of at least three (3) members, who shall be Owners. The Board may, at its discretion, serve as the Kensington DRB.

Section 3. Review of Proposed Construction. Subject to Sections 9 and 10 of this Article VII, no building, fence, well, trellises, or other structure or improvement (including landscaping and exterior lighting) shall be constructed, painted, repainted, erected or maintained in or upon the Property nor shall any exterior addition to, or change or alteration be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs or residential buildings, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall be submitted to, and approved in writing by the ~~Committee~~Kensington DRB (subject to the exemptions in Section 10 of this Article VII) and the Master Design Review Board ~~of the Woodfield Association~~, if applicable. The ~~Committee~~Kensington DRB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, work or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ~~Committee's~~Kensington DRB's decision may be solely based upon aesthetic considerations. The ~~Committee~~Kensington DRB shall take into consideration the impact on surrounding area, the aesthetic aspects of the architectural designs, the placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ~~Committee~~Kensington DRB may condition its approval of proposals and plans and specifications as it deems appropriate, including, but not limited to, requiring the Owner to reimburse the Association for all additional costs necessitated for the maintenance of the Common Properties adjacent to said improvements, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. ~~The Committee may also issue rules or guidelines setting forth procedures and reasonable fees~~

~~for the submissions of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Committee~~Kensington DRB ~~of any required plans and specifications, or additional information or samples, the Committee~~Kensington DRB ~~may postpone review of any plans submitted for approval. The Committee~~Kensington DRB ~~shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. The Committee~~Kensington DRB ~~may employ architects, landscape architects or other professionals to review submitted plans and specifications and to advise it on Committee~~Kensington DRB ~~matters, at the expense of the Owner seeking Committee~~Kensington DRB ~~approval.~~

~~Section 4. — Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.~~

~~Section 5. — No Waiver of Future Approvals. The approval of the Committee~~Section 4. Kensington DRB Guidelines and Standards. The Kensington DRB may promulgate guidelines and standards for proposed alterations. The Kensington DRB may also issue rules or guidelines setting forth procedures and reasonable fees for the submissions of plans for approval. The Kensington DRB may require such detail in plans and specifications submitted for its review as it deems proper,

including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Section 5. No Waiver of Future Approvals. The approval of the Kensington DRB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee Kensington DRB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 6. Compensation of Members. The members of the Committee Kensington DRB shall receive no compensation for services rendered, other than reimbursement for reasonable and necessary expenses incurred by them in the performance of their duties hereunder.

Section 7. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- a. Upon the completion of any work for which approved plans are required under this Article VII, the applicant (the "Applicant") for such approval shall give written notice of completion to the Committee Kensington DRB, or its designee.
- b. Within thirty (30) days thereafter, the Committee Kensington DRB or its duly authorized representative may inspect such improvement. If the Committee Kensington DRB finds that such work was not affected in substantial completion with the approved plans, it shall notify the Applicant in writing of such noncompliance within ten (10) days after said inspection, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same. If the Committee Kensington DRB or its duly authorized representative requests additional time, the 30-day period provided for herein shall be extended for a reasonable period.

- c. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ~~Committee shall so notify the Board of such failure. Upon notice and hearing,~~ the Board shall determine whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either seek enforcement by equitable action to force compliance, or remove the noncomplying Improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement. The Owner may also be subject to a daily fine for noncompliance.
- d. If for any reason the ~~Committee~~Kensington DRB fails to notify the Applicant of any noncompliance or request for additional time within thirty (30) days after receipt of said written notice of completion from the Applicant, the Improvement shall be deemed to be in accordance with said approved plans.

Section 8. Non-Liability of ~~Committee~~Kensington DRB Members. Neither the Association, nor the ~~Committee~~Kensington DRB, nor any member thereof, nor its duly authorized ~~Committee~~Kensington DRB representative, shall be liable to the Association, or to any Owner or any other person or entity for loss, damage or injury arising out of or in any way connected with the performance of the ~~Committee's~~Kensington DRB's duties hereunder, unless due to the willful misconduct ~~or bad faith~~ of a member and then only that member shall have any liability. The

~~Committee~~Kensington DRB shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, repainting, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property.

The ~~Committee~~Kensington DRB shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design for structural safety or conformance with building or other codes.

Section 9. Variance. The ~~Committee~~Kensington DRB may authorize variances from compliance with any of the architectural provisions from time to time in existence as a result of this Declaration, or the Rules when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. ~~Such variance must be evidenced in writing, which must be signed by at least two (2) members of the Committee.~~A Lot Owner must request a variance prior to commencing any work. ~~Such variance must be evidenced in writing, which must be approved the Kensington DRB. A variance may be granted where the Lot Owner demonstrates special circumstances peculiar to the Lot or Unit not generally applicable to other Lots or Units creating a hardship, where such is not caused by any actions of the Lot Owner and that granting the variance will be in harmony with similar Lots and will not be injurious to the community.~~ If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or the Rules for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting use of the Lot, including, but not limited to, zoning ordinances and setback lines. ~~The granting of a variance in one instance shall not waive the rights of the Committee to refuse to grant a variance in any other~~

~~instance, whether or not such other instance is similar in nature, if the policy of the Committee has changed subsequent to the initial variance or if based upon experience obtained with respect to the initial variance. Any variance granted, or not granted, shall be subject to the approval of, and any decision concerning same, shall not be binding until approved by the Board. The approval of the Kensington DRB of a variance shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar variance subsequently submitted for approval or consent.~~

~~Section 10. Declarant and Related Party Exemption. The Declarant and any Related Party of Declarant shall be exempt from the provisions of this Article VU requiring an Owner to obtain approval of the Committee.~~

Section 10. Unapproved Work. Should it be determined by the Board that work has commenced or completed on a Lot that required the Kensington DRB's approval and no approval has been given, or if the work deviated from the Kensington DRB's approval, the Association shall have all rights and remedies as prescribed by law and this Declaration, including but not limited to fines/suspensions and/or injunctive relief. The Kensington DRB is under no obligation to approve an application for work commenced or completed without an approval of the Kensington DRB

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ARTICLE VIII

MAINTENANCE, REPAIRS, ADDITIONS AND REPLACEMENTS

Section 1. Maintenance Obligations of Owners. It shall be the duty of each Owner, at his or her sole cost and expense, to maintain, repair, replace and restore the Lots and Units thereon, including any driveways thereon as well as any portion of a driveway that extends beyond the Lot that the Owner has modified from its original installation, as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition subject to the Rules and Regulations, and Article VII hereof. Such maintenance and repair of the Lots and Units shall include, but not be limited to, doors, windows,

screening, swimming pools, pool decks, roofs, roof eaves, gutters and garage doors. In the event that any Owner fails to maintain any portion of the Lots or Units in a manner consistent with community standards, or maintains same so as to create a dangerous, unsafe, unsightly or unattractive condition, or otherwise violates this Declaration or the Rules, the ~~Committee~~Kensington DRB or the Association shall have the right, but not the duty, upon ~~fifteen (15)~~ten (10) days' prior written notice, to correct such condition and to enter upon such Lot to make such repairs or replacement or to perform such maintenance, and the cost thereof shall be charged to the appropriate Owner. In cases of emergency, the ~~afore~~forementioned described notice shall not be required. Said cost shall be a Special Assessment and shall create a lien upon all the affected Lots enforceable in the same manner as other Assessments as set forth in this Declaration. The Owners of such Lots shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each such Owner. Owners shall also be obligated to maintain their yards, lawn, and lawn~~landscaping~~ in a neat and clean fashion, and in the event they fail to do so, the Committee or the Association may do so, upon ten (10) days' prior notice to the Owner. Any amount expended by the Association or Committee in such yard maintenance shall be a Special Assessment to be levied against the appropriate Owner and his Lot. Each Owner shall also be obligated to operate at all times, and to maintain, repair and replace those certain light fixtures attached to the front exterior of their homes ~~as originally installed by the Declarant~~, which obligation shall include the cost of supplying the power consumed by their illumination, whether it be electricity or gas. Payment for the cost of such illumination shall be made to the applicable utility company or the Association, as may be required. Except as otherwise set forth in Sections 2 and 3 below, it shall be the duty of each Owner, at his or her sole cost and expense, to maintain and repair any wall or fence located on or within such Owner's Lot line or enclosing the rear yard of such Owner's Lot, including cleaning and painting thereof, but excluding any surface of such wall or fence facing Woodfield Circle, the Florida

Turnpike, Clint Moore Road, the Lake Worth Drainage District Easement, the maintenance parcel, or the entryway to the Property. -

Section 2. Maintenance Repairs. Additions and Replacements by the Association.

- a. The Association shall maintain, or provide for the maintenance and repair of, all of the Common Properties and all Improvements thereon, including the street lights~~originally installed by Declarant~~, commonly metered utilities and any and all utility facilities and buildings on the Common Properties. In addition, the Association shall provide all necessary landscaping, landscape irrigation and timers and gardening to properly maintain and periodically replace when necessary the trees, plants and grass and other vegetation which are on the Common Properties ~~including, but not limited to, the land located outside the perimeter walls and fences along public rights of ways.~~ Further, the Association shall be responsible to prune and trim any hedges, trees and root barriers located within the landscape easement in the rear of Lots located along the Florida Turnpike when and in such manner as the Board shall determine in its judgment to be appropriate, and any costs associated therewith shall be a Common Expense.
- b. Except as specifically stated in this Declaration, an Owner is responsible for and shall timely and properly undertake all maintenance, repairs and replacement on the Owner's Lot, including but not limited to the structure, woodwork, irrigation and timers, and replacement of trees, plants and other vegetation on a Lot.
- c. All of the obligations of the Association shall be discharged when and in such manner as the Board shall determine in its judgment to be appropriate. Notwithstanding anything to the contrary herein contained, the Association's ~~landscaping and~~

~~gardening~~landscape maintenance obligations, as determined by the Board, shall extend to all portions of the Lots excluding any landscaping within screened areas on the Lots.

i. Such obligations ~~shall~~may include maintenance of sprinkler heads ~~as originally installed by Declarant~~ and sod replacement as the Association may determine to be necessary.

ii. The Owners of such Lots shall make available to the Association, water necessary to irrigate such plantings and landscaping, when needed. The Association may set the irrigation timers on Lots in order maintain landscaping. Owners may not deactivate or turn off their irrigation timers. Should a Lot's irrigation timer not be working, or malfunctioning, Owner must immediately have same repaired.

iii. The Association may enter into agreements with Lot Owners for access to utilities for Association owned facilities in the Common Areas, and such agreements may include payment to the Lot Owner to offset the cost of utilities used by the Association.

Any additional cost attributable to a Lot due to extraordinary landscaping ~~(i.e. landscaping other than of the type initially provided by the Declarant)~~, as determined by the Board or other factors not affecting Lots in the Property generally, or due to the Association's maintenance of landscaping within screened areas as a consequence of an Owner's failure to maintain same, may at the option of the Board be charged to the Owner of such Lot as a Special Assessment.

d. Except as otherwise set forth in Section 1 above, the Association shall maintain, or provide for the ~~maintenance of, the exterior of all Units, including painting, repair and replacement~~painting of all exterior building surfaces (excluding doors, windows,

screening, roof, roof eaves, and gutters and garage doors~~)-), but in no case anything other than painting.~~

e. Further, the Association shall maintain and repair mailboxes and posts, ~~driveways,~~ and street lights. ~~The obligations of the Association as described herein shall extend only to the landscaping and building as originally installed by Declarant.~~

f. The Board shall be permitted to make alterations and additions to the Common Properties provided, ~~however, that no special assessment is necessary to fund the project. However,~~ where the cost of such alterations or additions in any budget year results in a special assessment to the community which exceeds ~~tenthirty-three~~ percent (~~4033~~%) of the annual Association budget (excluding any reserves and assessments due the Woodfield Association), ~~the prior such shall require the consent of a majority of the voting interests present and voting at a meeting of the members at which a quorum is present or by written consent or without a meeting with the written approval of a majority of the voting interests voting provided that a number at least equal to a quorum of all voting interests casts a ballot, the vote of those or written assent of a majority of the votes of~~ Members ~~holding at least 66% of the voting interest of all of the Members approve such alterations or additions and the expenditures caused thereby shall be required.~~ Any such expenses caused by alterations and additions to the Common Properties shall be a Common Expense assessed as a Common Assessment.

g. The Association, at its election, may assume some or all of the maintenance obligations described in Section 1 above, and any expenses incurred in connection therewith shall be a Common Expense assessed as a Common Assessment.

h. Notwithstanding anything to the contrary contained herein, the Association shall not be obligated to maintain or repair any mechanical equipment which is part of the Lots or Units thereon, including but not limited to air conditioning units, water pumps, sprinkler and irrigation timer clocks, solenoids and valves. Further, the Association shall not be obligated to maintain or repair any items covered by any warranty in favor of an Owner.

Section 3. Maintenance Obligation of Woodfield Association. The Woodfield Association, at its cost and expense, shall maintain and repair the wall improvement located in the landscape easement along the western boundary of the Property adjacent to the Florida Turnpike, except for the interior surface thereof which shall be the obligation of the Owner of the Lot in which such wall is situated (excluding any structural repairs or changes). In the event the Owner shall fail to perform such maintenance obligation, the Woodfield Association shall have the right to enter upon the Lot to perform such maintenance, and the cost thereof shall be charged to the appropriate Owner and shall create a lien upon the affected Lot enforceable in the same manner as other assessments pursuant to the Master Declaration. In addition, the Woodfield Association shall have the right to assume any and all maintenance obligations of the Association and to levy assessments in connection therewith as set forth in Article VI of the Master Declaration.

Section 4. Completion of Construction - Remedy. Any alterations, additions or modifications to an existing Dwelling Unit or other structure must be executed diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, ~~Declarant, until the Turnover Date as defined in Article XI and thereafter~~ the Association shall have the right to notify the Owner of its intentions herein; to enter the Dwelling Unit and take such steps as might be required to

correct the undesirable appearance or existence of the Dwelling Unit or other structure including, but not limited to, demolition or removal thereof, or pursue any of the remedies under this Declaration. The reason for such correction may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs and ~~attorneys~~attorney's fees incurred in such action which shall be a continuing liens against said Dwelling Unit in accordance with Article V.

Section 5. Time Limitation. The Owner of any damaged Lot, the Association or the Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs, and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond their reasonable control, as determined and approved by the Board. Failure to comply shall result in liquidated damages being imposed against the Owner in the amount of \$100.00 per day, which once the amount becomes \$1,000.00 can form the basis for a lien.

ARTICLE IX

USE RESTRICTIONS

The ~~Property~~Lots shall be held, used and enjoyed in accordance with the following limitations and restrictions:

Section 1. Nuisances. No noxious or offensive activity shall be carried on in any Building, Improvement, Lot or on the Common Properties nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such Building, Improvement, Lot or on the Common Properties, and the Board shall have the right to determine ~~in accordance with the By-Laws~~ if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no ~~exterior speakers,~~ horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power

equipment or large power tools, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such Building, Improvement, Lot or Common Properties, or be exposed to view of other Owners, without the prior written approval of the Board. A home generator is not considered a nuisance when used during a power outage or when tested during normal business hours.

~~Section 2. No Signs or Flags. No~~ Section 2. Signs or Flags. The display of more than two (2) flags is prohibited, and only those flags listed in 720.304(2)(a), Florida Statutes law may be displayed. This Section shall be interpreted and applied consistent with Florida law. No other signs, posters, displays, billboards, or other advertising devices or flags of any kind, including, but not limited to, "for rent," for sale,' or "open" signs or flags, shall be displayed to the public view on any portion of the Lot or Building and/or the Common Properties without the written approval of the Committee. Notwithstanding the foregoing, the Declarant, its agents, successors or assigns may advertise during the construction, sale and leasing period by use of such signs, flags and advertising devices as the Declarant may deem appropriate in Declarant's sole discretion. Holiday lights and displays may be permitted pursuant to rules adopted by the Board, from time to time.

Section 3. Parking and Vehicular Restrictions.

Parking in the Property shall be restricted to garages and the ~~parking apron appurtenant to driveway of~~ each ~~Unit~~ Lot and in no other place, unless specifically designed for parking on the Plat or by a Rule adopted by the ~~Committee~~ Board. Only four wheel passenger automobiles or passenger vans (with full-seating capacity and side windows installed) shall be placed or parked in the Property in public view, including, but not limited to, the ~~parking apron appurtenant~~

~~to driveway on~~ each ~~Unit~~ Lot. No trailers or habitable motor vehicles of any nature, motorcycles, service vehicles, ~~trucks~~ commercial vehicles (agricultural, construction, or "pick-ups" industrial equipment or motor vehicles with commercial lettering permanently affixed except bumper stickers), all-terrain vehicles, carts shall be kept, stored, or parked overnight on any part of the Property except within an enclosed garage. No boats, on or off trailers, or boat trailers may be parked on any part of the Property except within an enclosed garage. No vehicles, including service vehicles, shall be permitted to park on streets overnight, except as may be permitted by the Board. The parking restrictions herein shall not apply to the temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services, ~~nor shall same apply to the Declarant, its contractors, subcontractors and employees during periods of construction of Units.~~ In addition to the foregoing parking and vehicular restrictions, each Owner shall be subject to reasonable parking and vehicular restrictions adopted from time to time by the Woodfield Association and the Association. The Board may establish written rules which provide for periods that either temporarily suspend or grant temporary exceptions to ~~the parking~~ limitations rules or regulations provided herein to accommodate temporary conditions, including holidays and seasonal needs.

Section 4. Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Property except as expressly provided in this Section. Dogs, cats and other pets must be leashed ~~while on the Property and may be walked only in the yard appurtenant to the Lot line of each Unit. Pets shall not be walked on the Common Properties unless the Board appropriates a portion of same for this purpose in the future when not enclosed on a Lot.~~ All owners of pets shall be responsible for and shall clean up any excretions of their pets. Pets shall be limited to either two (2) dogs or two (2) ~~eats~~ cats or any combination thereof, ~~however dogs which are listed~~

~~on. A dog that meets the Palm Beach County definition of “dangerous list or such other list as the Board of Directors may rule are not suitable for a residential development or may be dangerous to residents dog” under Florida law, shall not be brought onto the Property, at any time except where:~~

- ~~a. such dog is classified as dangerous by any animal control authority as defined by Florida law after such dog was approved in writing by the Association to reside in a Unit, and,~~
- ~~b. the Unit Owner has reported such classification to the Association within twenty (20) days of his or her notice of such classification; and,~~
- ~~c. the person responsible for such dog strictly adheres to the requirements of any final order issued any animal control authority and permits the Association to verify compliance with such order.~~

~~A failure of a Unit Owner seeking relief under the exception for a dog approved by the Association to comply with the requirements of paragraphs (b) or (c) shall not be entitled to the relief of the exemption and the dog shall be immediately removed from the Property.~~

Notwithstanding the foregoing, ~~Declarant and except for a dog that has been found to be dangerous consistent with Florida law, the Board~~ may waive this provision in its sole discretion in order to permit a nonconforming pet to be kept upon ~~the Property~~ a Lot if owned by an Owner at the time of acquisition of title to ~~his Unit. However~~ their Lot; provided that, once such nonconforming pet dies, it can only be replaced with an animal complying with the provisions hereof.

Section 5. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Property except in containers located in appropriate areas or in plastic bags, and no odor shall be permitted to arise therefrom, so as to become offensive or detrimental to any other property in the vicinity thereof, or to its occupants. No clothing or household fabrics shall be hung, dried or aired, ~~and no~~ in such a manner that it is visible from beyond the Lot. No lumber, grass, shrub

or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure appropriately screened from view. Trash containers and plastic bags containing trash shall be permitted to be placed in the front of a ~~Unit~~Lot abutting the Common Properties or in the streets only on the night before the scheduled day for trash removal at such times as designated by the Board, and same must be removed on that same day at such time as designated by the Board, and placed on the Owner's Lot hidden from view from the Common Properties at all other times. The Board may establish additional written rules and regulations regarding trash and trash collection.

Section 6. Temporary Building: Further Parking Limitations. Except as otherwise expressly provided, no outbuilding, basement, tent, shack, shed, or other temporary building or improvements of any kind shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently. None of the foregoing shall be allowed to be parked in any guest parking space. The Board may establish written rules which provide for periods that either temporarily suspend or grant temporary exceptions to the parking limitations provided herein to accommodate temporary conditions, including holidays and seasonal needs, and for the temporary use of Portable Storage Units.

Section 7. Outside Installation. ~~No~~Subject to the ability of the Association to regulate such under state or federal law, no external radio antenna, television antenna or other antenna or satellite reception dish of any type shall be erected or maintained in the Buildings or elsewhere on the Property. In the event a master antenna or antennae, ~~or cable television antenna or antennae~~, is provided or made available for the use of Owners, ~~Declarant~~Association may grant and hereby reserves easements for such purposes.

Section 8. Insurance Rates. Nothing shall be done or kept in the Buildings, Common Properties or Lots which will increase the rate of insurance of any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Buildings, Lots or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 9. Garages. Garages shall only be used for the storage of automobiles and other uses authorized by Section 3 hereof, and shall not be permanently enclosed or converted to other uses. Garage doors shall be kept in the closed position except when persons are present or vehicles are entering or leaving.

Section 10. Sprinkler System. Time clocks shall be installed on all underground sprinkler systems and shall be operated at such times as the Board may determine in the Rules.

Section 11. Mailboxes. The design, size and type of mailbox shall be uniform as designated by the Board. No Owner shall replace or remove a mailbox unless approved in advance by the ~~Committee~~Board and the Woodfield Association, if applicable.

~~Section 12. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind. All such facilities shall be provided within the Unit.~~

Section 12. [RESERVED]

Section 13. Alarms. No Owner may install an audible security alarm without the prior written approval of the Association and the Woodfield Association, if applicable.

Section 14. Underground Wires. All electrical conduits and hook-ups shall be kept underground. ~~No overhead wires, poles or overhead facilities of any kind for electrical, telephone or TV service will be permitted. All antennae or aerials, if any, must be of the concealed type installed inside attic space..~~

Section 15. Tennis Courts. Tennis courts or other similar racquet sport courts shall not be permitted on any Lot or Common Properties.

Section 16. Common Properties Facilities. Nothing shall be added, altered, maintained or constructed in or removed by any Owner ~~(other than Declarant)~~ from the Common Properties except upon the prior written consent of the Association.

~~Section 17. Energy and Water Saving Devices. Units shall be constructed utilizing energy and water saving devices including energy saving refrigerators and motors and water saving closets.~~

~~Section 18.~~Section 17. Residential Use Only. Lots in the Property shall be for Residential Use only (as hereinafter set forth). ~~Except for those facilities related to construction, development, marketing, sales and rental activities which shall be permitted on Lots as hereinafter set forth, Residential Use shall including~~Residential Use shall include only Dwelling Units and improvements associated with residential purposes such as, but not limited to, garages, drives, driveways, parking spaces, lawn areas, and other amenities appurtenant to Dwelling Units. ~~No~~Except as permitted by the Master Association, no commercial or business occupations may be carried on in the Lots except for the construction, development, marketing, sale, or rental of the Lots or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and for direct accessory services to the Lots and Dwelling Units such as utilities, maintenance, and other such services. Inasmuch as Dwelling Units on the Property may be used only for residential purposes and a corporation or similar legal entity cannot occupy a Dwelling Unit for such use, if the Owner or purchaser of a Dwelling Unit is a corporation or similar legal entity, the approval of such corporate ownership shall be conditioned upon the Association's approval of ~~the primary occupant~~all occupants of the Dwelling Unit. The approval of ownership by a trustee or other

holder of legal title for a beneficial owner who is to be the primary occupant of a Dwelling Unit shall also be conditioned upon approval of ~~the primary occupant~~ all occupants by the Association.

Section ~~19~~18. Non-Liability. ~~Declarant, Master Developer, Neither~~ the Association, nor the Woodfield Association ~~and the Design Review Board~~ shall ~~not~~ in any way or manner be held liable or responsible for approval given hereunder, for failure to enforce these restrictions, or for any violation of these restrictions by any other person.

Section ~~20~~19. No Subdivision. Except as otherwise expressly set forth herein, no Lot shall be divided or subdivided and no alienation, transfer, demise, sale or lease of a portion of a Lot shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Lot, except with the prior written approval of ~~Declarant~~ Association and subject to compliance with applicable governmental requirements.

Section ~~21~~20. Dwelling Units Constructed on More than One Lot. Notwithstanding anything else contained herein, in the event a Dwelling Unit is constructed on more than one (1) Lot, the Owner thereof and their successors in title shall not convey any one (1) Lot without conveying the entire parcel.

Section ~~22~~21. Fill and Grade. ~~That no~~ No fill shall be removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the Association and the Woodfield Association.

~~Section 22.~~ ~~Section 23.~~ Unauthorized Sales Activities. That no auctions, garage sales, or similar sales practices shall be conducted with respect to any Lot~~s~~. Childhood lemonade stands or similar activities by children residing on the Property are not expressly permitted but the Board can permit the activity in its discretion.

Section 23. The Board has a right to establish, from time to time, uniform rules and regulations (hereinafter referred to as 'Rules') pertaining to the use and operation of the use of the Lots that are not inconsistent with the Declaration, the Master Association, and applicable law; provided such rules are adopted pursuant to the requirements of this Declaration.

ARTICLE X

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES OR UNITS

Section 1. Damage to Units. In the event a Unit is damaged or destroyed through act of God or other casualty, the Unit Owner shall promptly cause his or her Unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications relating thereto, and within the time limitations of Article VIII, Section 5, unless variations from such plans and specifications are approved pursuant to Article VIII. The Unit Owner shall commence such repair and reconstruction promptly and in good faith proceed diligently and continuously thereafter to complete same as soon as reasonably possible. It shall be the duty of the ~~Committee~~ Kensington DRB or the Association to enforce such repair or rebuilding of the Unit to comply with this responsibility. ~~To accomplish the requirements of this Section, each Owner shall insure said Unit at the highest insurable value and shall have the Association named as an additional insured in said policy.~~

Section 2. Damage to Common Properties.

- a. In the event of damage to or destruction of the Common Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.
- b. If the insurance proceeds are within Twenty Thousand and no/100 Dollars (\$20,000.00) or less, of being sufficient to effect total restorations to the Common

Properties, then the Association shall cause such Common Properties to be repaired ~~and~~ substantially as it previously existed and the difference between the insurance proceeds and the actual cost ~~shall~~may be levied as a Capital Improvement Assessment equally against each of the Owners.

- c. If the insurance proceeds are insufficient by more than Twenty Thousand and no/100 Dollars (\$20,000.00)), after deductible to effect total restoration to the Common Properties, ~~then by written consent or vote of the Members holding at least 66% of the voting interests of all Members, they~~the Board shall determine within sixty (60) days of the damage whether (1) to rebuild and restore the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the proceeds by levying Capital Improvement Assessments against all Lots; (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged; ~~or~~ (3) subject to the approval as provided for in Article V, Section 4, to not rebuild and to retain the available insurance proceeds. ~~Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Land which is or may be made subject to this Declaration.~~ or (4) use the proceeds for a different improvement in the Common Area.
- d. Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of ~~his~~ tenants or

any of each of their family, tenants, guests or invitees, both minor and adult. Notwithstanding the forgoing, the Association reserves the right to charge such Owners a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by the Owner. The cost of correcting such damage shall be a Special Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

~~Properties in accordance with those standards of maintenance generally prevailing in Palm Beach County, Florida for similar projects. Notwithstanding the above, conveyances) of Common Properties may be made in whole or in part at any time and from time to time prior to the aforesaid date, as Declarant, in its sole discretion, shall determine. All costs involved in such conveyance(s), including but not limited to documentary stamps, surtaxes, recording expenses, abstracts, title insurance, survey, etc., shall be borne by the Association. Except as is hereinafter provided, once Common Properties are conveyed to the Association, ARTICLE XI~~

TITLE TO COMMON PROPERTIES

Common Properties and Improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, mortgaged or otherwise encumbered, without first obtaining the written approval of two-thirds (2/3) of all Owners, ~~and mortgagees owning not less than two-thirds (2/3) of the number of all mortgages encumbering Dwelling Units (as shown by the Public Records of Palm Beach County).~~ The preceding sentence shall not be applicable to, nor prohibit ~~Declarant or~~ the Association from granting all such easements as are reasonably necessary or appropriate for the development of the Common Properties and the use thereof in a manner consistent with the provisions of this Declaration, nor shall the foregoing prohibit the ~~Declarant or the~~ Association from encumbering the Common Properties, provided such encumbrances are subordinate to the provisions of this Declaration and the funds so loaned are used for improving the Common Properties. ~~Notwithstanding the foregoing, Declarant may encumber the Common Properties provided that any such mortgage shall be released not later than the Turnover Date.~~

ARTICLE XII INSURANCE

Section 1. Common Properties. The Association shall keep all Improvements located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire, and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Except as expressly otherwise provided, premiums for all insurance carried by the Association are Common Expenses and shall be included in the Common Assessments.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article X hereof.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, ~~Declarant, the Master Developer,~~ the Woodfield Association, any management company performing the obligations and duties of the Woodfield Association, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall obtain comprehensive public liability insurance, including medical payment and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the

activities of the Association and its members, or with respect to property under its jurisdiction. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies may be reviewed at least annually by the Board and the limits increased in its discretion.

Section 5. Owners Insurance. EACH OWNER SHALL BE OBLIGATED TO MAINTAIN INSURANCE ON HIS OR HER LOT AND ANY IMPROVEMENTS THEREON ~~(IN FULL INSURABLE VALUE AS TO THE LOSSES REQUIRED BY FIRE OR OTHER CASUALTY);~~ ARTICLE X, SECTION 1 HEREOF, AS WELL AS LIABILITY INSURANCE AND INSURANCE INSURING PERSONAL PROPERTY. EACH OWNER SHALL FURNISH PROOF OF SUCH COVERAGE TO THE ASSOCIATION UPON REQUEST.

Section 6. Fidelity Insurance. The Association shall obtain and maintain fidelity coverage in an amount at least equal to one-quarter (1/4) of the anticipated annual budget to protect against dishonest acts on the part of officers, directors, and employees of the Association, the Management Company, and all others who handle or are responsible for handling funds of the Association. Such coverage shall be in the form of fidelity bonds which name the Association (and/or the Management Company, as the case may be) as Named Insured and which include persons who serve without compensation within the definition of employee or similar expression.

Section 7. Directors' and Officers' Insurance. The Association shall obtain and maintain Directors' and Officers' Liability insurance, if available, as shall be determined by the Board to be required or beneficial for the protection of the Directors and Officers of the Association.

Section 8. Cancellation. All policies of insurance or fidelity bonds required to be obtained by the Association pursuant to this Article XII shall provide that they may not be canceled by the insurer without at least thirty (30) days' prior written notice to the Association, except in the case of nonpayment of premiums.

Section 9. Rating. All such policies shall be written on companies licensed to do business in the State of Florida and rated A:IX or better in Best's Key Rating Guide.

ARTICLE XIII

MORTGAGEE PRIVILEGES

Section 1. Liens on Mortgaged Lots. Where an Institutional First Mortgagee obtains title to a Lot as a result of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall ~~not~~ be liable for Assessments pertaining to such ~~Unit~~Lot which became due prior to the acquisition of title ~~unless such Assessments are secured by a Claim, in accordance with Florida Statute 720.3085, (2024) in the amount of Lien which was recorded prior shall not be less than (to the recording extent Florida Statute 720.3085 is amended to permit a higher amount, that higher amount shall be due) the lesser of such mortgage. Such unpaid Assessments shall become Common Expenses collectible from all of the Owners, including such acquirer, its successors and assigns.;~~

1. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt. .

Any limitations on Institutional First Mortgagee liability provided by this section apply only if the Institutional First Mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Any unpaid Assessments shall become Common Expenses collectible from all of the Owners of such Lot, including such acquirer, its successors and

assigns. Upon acquiring title to a Lot, the Institutional First Mortgagee shall be liable for all assessments which accrue.

Section 2. Sale, Lease or Mortgage of Lot. An Institutional ~~First~~ Mortgagee holding a mortgage on a ~~Unit~~Lot who becomes an owner of that ~~Unit~~Lot through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or a lien for Common Expenses, shall have the ~~unqualified~~ right to sell, lease or otherwise transfer said ~~Unit~~Lot and/or to mortgage said ~~Unit without prior offer to or approval~~Lot consistent with the requirements of the Board or the Association this Declaration.

~~Section 3. — Priority. The lien of an Institutional First Mortgage shall have priority over the Association's lien for Assessments, if said mortgage was recorded prior to the recording of a Claim of Lien by the Association.~~

~~Section 4.~~Section 3. Notice. An Institutional First Mortgagee, upon written request to the Association, is entitled to written notification from the Association of (1) any default in the performance by an Owner whose Lot is encumbered by the Mortgage, of any obligation under this Declaration which is not cured within sixty (60) days; (b) any condemnation loss or casualty loss which affects a material portion of the Common Properties or of the encumbered Lot; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action which would require the consent of a specified percentage of mortgage holders. In addition to the foregoing, any holder of an ~~institutional first mortgage~~Institutional Mortgage is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

~~Section 5. — Declarant's Exemption. Any provision of this Declaration granting exemptions to the Declarant from the terms or restrictions hereof, or granting any special rights, shall likewise apply~~

~~to any Institutional First Mortgagee which becomes either the immediate successor in title to the Declarant or acquires title to all or any unsold Units of Declarant by way of foreclosure, deed in lieu thereof, or otherwise.~~

The provisions of this Article XIII shall apply notwithstanding anything to the contrary contained elsewhere in this Declaration.

ARTICLE XIV

ENCROACHMENTS, EASEMENTS

Section 1. Encroachments on Lots or Common Properties. In the event any portion of any roadway, walkway, parking area, driveway, Unit, foundation, footing, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by ~~Declarant or its designee, successor or assign,~~CHANNING CORPORATION XXIV overhangs or encroaches on any Lot or Common Properties, it shall be deemed that the Owner of such Lot or Common Properties has granted a perpetual non-exclusive easement to the Owner of the adjoining Lot or Common Properties or the Association as the case may be, for continuing maintenance and use of such overhanging or encroaching roadway, walkway, parking area, Unit, foundation, footing, drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by ~~the Declarant~~CHANNING CORPORATION XXIV The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, Unit, foundation, footing, drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure, if same are constructed in substantial conformance to the original. The foregoing provisions shall be perpetual in duration and shall not be subject to amendment.

Section 2. Easements of Support. Whenever any structure included in the Common Properties adjoins any structure included in any other portion of the Property, each such structure shall have and be subject to an easement of support and necessity in favor of the other structure.

~~Section 3. — Construction and Sales. The Declarant, its successors and assigns, and its or their agents, employees, contractors, subcontractors and suppliers (herein collectively referred to in this Section 3 as the 'Work Crew'), shall have an easement of ingress and egress over and across the Common Properties to construct, erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purpose of advertising the sale or lease of Lots. The Work Crew shall have a perpetual non-exclusive easement of ingress and egress of pedestrians, vehicles and construction-related traffic over and across Lots for the purpose of constructing, reconstructing, installing, maintaining, improving, removing and inspecting any Unit or other Improvements upon any adjoining lot. The Work Crew shall have the right at all reasonable times, after prior notice to the Owners of the affected Lots, to use and enjoy the easement herein granted; provided, however, the Work Crew shall restore the Lots, including all improvements thereon, affected by its exercise of its rights hereunder to the condition thereof immediately prior to its exercise of its rights hereunder. The Declarant reserves to itself the easements, licenses, rights and privileges and the right to grant and further reserve easements and rights-of-way in, through, under, over and across the Common Properties for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, employees, assigns and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties.~~

~~The Declarant and its successors, assigns, invitees, licensees, contractors and employees shall have a non-exclusive easement in, on, over and across the Common Properties, in connection with the development of the Property for (i) construction, installation, maintenance, ingress to and egress from and the right to use, including the right to use cm common with other Owners) any~~

~~open parking spaces and tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on the Common Properties, provided such easement and use does not prevent or unreasonably interfere with the use of the Common Properties as intended, and (ii) ingress to and egress from all land areas of the Common Properties (including the private roads if any and the use of said land areas (in common with Owners) for any lawful purpose. Declarant, its successors, assigns, invitees, licensees, contractors and employees reserve, subject to approval by the Woodfield Association, if applicable, the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility liens and appurtenances in, under, over and/or through the Common Properties, to relocate any existing utility, sewer and drainage easements in any portion of the Common Properties and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Declarant shall deem it necessary or desirable for the proper operation and maintenance of the Common Properties or any portion thereof, or for the general health or welfare of any Owner, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Common Properties, and the employees and agents of any such company or corporation, shall have the right of access to the Common Properties in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of any Unit.~~

~~Section 4~~Section 3. Limited Right of Attachment and Encroachment. Each Unit constructed upon a Lot shall enjoy and shall be subject to a perpetual limited right of attachment to and encroachment upon the Unit constructed upon the adjacent Lot, for the purpose of

installation of certain improvements, including but not limited to screen enclosures, trellises, and the like. The type of improvement and method of attachment shall be subject to the prior written approval of the Committee. Whenever any structure or improvement on one Lot as originally installed by ~~the Declarant~~ CHANNING CORPORATION XXIV, adjoins any structure or Unit constructed upon the adjacent Lot, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section ~~54~~. Maintenance Easement. In the event any portion of a Unit as originally constructed by ~~the Declarant~~ CHANNING CORPORATION XXIV or its designee, successor or assign, is located on or near the Lot line separating the Lot upon which the Unit is constructed (the "Unit Lot") from the adjoining Lot (the "Adjoining Lot") then the Owner of the Unit Lot shall enjoy, and the Adjoining Lot shall be subject to, a perpetual non-exclusive easement over, under, across and through a six (6) foot-wide strip of the Adjoining Lot which abuts and runs parallel to their common Lot boundary line. The purpose of this easement shall be to allow the Owner of the Lot and Unit ~~Lot~~thereon to maintain and repair portions of his Unit which are easily accessible only from the Adjoining Lot. The Owner of the Lot and Unit ~~Lot~~thereon shall have the right at all reasonable times, after prior notice to the Owner of the Adjoining Lot, to use and enjoy the easement herein provided in order to perform work relating to the maintenance and repair of his Unit. This easement shall also apply for the maintenance of shrubbery located upon the Owner's Lot.

Section 6. Pipes, Wires, Ducts, Vents, Cables, Conduits, Public Utility Line, Etc. The Association ~~and Declarant~~ shall ~~each~~ have a non-exclusive easement to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located in the Property and serving the Common Properties.

Section 7. Golf Course. An easement is reserved for Woodfield Association, the Country Club at Woodfield, Inc. and their respective successors, assigns, members, guests, licensees, invitees and designees, to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such balls can be recovered without damaging the Improvements at the Property, the flight of golf balls over and upon the Lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all other common and usual activities associated with the game of golf and the operation of a golf club. THE LOTS MAY BE LOCATED ADJACENT TO OR NEAR GOLF COURSES AND OTHER RESORT RELATED FACILITIES. RESORT RELATED ACTIVITIES, INCLUDING WITHOUT LIMITATION, TOURNAMENTS, CONCERTS, AND OTHER SPECIAL EVENTS, MAY BE HELD AT ANY SUCH GOLF COURSE OR RESORT RELATED FACILITY. ALL OWNERS, GRANTEES, OCCUPANTS AND USERS OF LOTS ACKNOWLEDGE THAT THIS LOCATION MAY RESULT IN NUISANCES OR HAZARDS TO THE LOT AND TO PERSONS LOCATED ON THE LOT, AND, FURTHER ASSUME ALL RISKS ASSOCIATED WITH SUCH LOCATION, INCLUDING, BUT NOT LIMITED TO, THE RISK OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING FROM ERRANT GOLF BALLS AND OTHER ACTIONS INCIDENTAL TO THE USE AND OPERATION OF ANY GOLF COURSE AND OTHER RESORT RELATED FACILITIES AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ~~THE DECLARANT~~, THE COUNTRY CLUB AT WOODFIELD, INC., ~~THE MASTER DEVELOPER~~, THE WOODFIELD ASSOCIATION, AND THEIR RESPECTIVE RELATED PARTIES, SUCCESSORS AND ASSIGNS FROM ANY LIABILITY, CLAIMS OR EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY SUCH PROPERTY

DAMAGE, PERSONAL INJURY OR DEATH OCCURRING ON OR ADJACENT TO ANY LOT ON THE PROPERTY.

Section 8. Easements for Vehicular and Pedestrian Traffic. ~~There shall be, and Declarant hereby reserves and covenants for the Master Developer, the~~ The Woodfield Association, ~~Woodfield Real Estate Brokers Ltd., LP, and their~~ and its respective successors, assigns, guests, and invitees, that each of the foregoing shall have a non-exclusive easement for vehicular and pedestrian traffic over all private streets within the Common Properties, subject to the ~~provisions of Section 3 of Article II and the Rules.~~ Rules.

Section 9. Easement for Maintenance by Woodfield Association. The Woodfield Association shall have a non-exclusive easement to enter upon any portion of the Property in order to perform its maintenance obligations as set forth herein.

ARTICLE XV

LAKES, PONDS, DRAINAGE AND WATER/SEWER SYSTEMS

Section 1. Lakes and/or Ponds. The Association shall have the obligation to maintain and insure those portions of lakes and/or ponds, if any, within the Property not dedicated or conveyed to South Florida Water Management District which abut any of the Lots or portions of the Common Properties. Owners shall be prohibited from any use of the lakes and/or ponds, except for such uses which may be permitted pursuant to the prior written approval of the Association and the Woodfield Association, if applicable. ANY PERSONS USING THE LAKE SHALL DO SO AT THEIR OWN RISK and shall hold harmless ~~Declarant, the Master Developer,~~ the Woodfield Association, and the Association from any claim or loss arising from such use.

Section 2. South Florida Water Management District. All occupants of any Dwelling Unit and all present or future Owners or purchasers of any Lot acknowledge and agree that South Florida Water Management District is the local permitting authority for surface water permits and that any lakes or wetlands within the Property and within Woodfield Country Club P.U.D. of which it is a part are designed

as water management areas and are not designed as aesthetic features. Due to fluctuations in ground water elevations within the immediate area, the water level of lakes will rise and fall and may be extremely shallow from time to time depending upon rainfall, the level of water in the ground, the level of drainage canals, and the demand for potable water and irrigation water. Owners and occupants acknowledge and agree that Declarant Association has no control over such water elevations and therefore, agree to indemnify and hold harmless Declarant Association from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including reasonable attorneys' fees and costs and appellate fees and costs related to or arising out of any claim against Declarant Association as a result of the water elevations, including without limitation, the absence of water in the lakes. No occupant of any Dwelling Unit, and no present or future Owner or purchaser of any Lot shall alter, modify, expand, or fill any lakes or wetlands located on or in the vicinity of said Lot, without the prior written approval of the local permitting authority, the U.S. Army Corps of engineers and such other local, state and federal authorities as may have relevant jurisdiction over such matters.

Section 3. Drainage and Water/Sewer System. To the extent Declarant Association is obligated, if at all: (i) to maintain the water and sewer systems in the Property; and (ii) to maintain the drainage systems within the Property; except for the portion of said systems as lie within the boundaries of Lots, such obligations are hereby specifically assumed, and shall be fully performed by the Association and its successors from and after the date this Declaration is recorded. Said obligations shall be performed in a continuous and satisfactory manner (whether or not said systems and any and all parts thereof are now or hereafter conveyed to the Association). At the option of Declarant Association, all or any parts of such drainage systems may be conveyed to the Association and if so conveyed the Association shall accept such conveyance. The ~~Declarant and the Association (after conveyance to the Association)~~ have~~has~~ the right to convey such portions of the drainage system to the Lake Worth Drainage District

(the "LWDD.") and such portions of the water and sewer system to the South Florida Water Management District ('SFWMD') or other applicable authority. The Association shall not be responsible for maintenance of such facilities which are maintained by applicable authority. With respect to the drainage systems, the requirements of LWDD and SFWMD shall be complied with, and no changes may be made in the drainage systems without the prior written consent of the ~~Declarant~~Association and such Districts, or their successors in function. Provided, the use of such easements does not unreasonably interfere with the use and enjoyment of the Property as intended by ~~Declarant~~Association, nonexclusive easements are hereby granted throughout the Property to the applicable District for the purpose of access to any water management easements or roadway easements dedicated to said District on the Plat. The provisions of this Section 9 may not be amended without prior written consent of the ~~Declarant, and~~Association, with respect to those provisions relating to drainage;~~;~~ the written consent of said LWDD; and, with respect to those provisions relating to the water and sewer system;~~;~~ and the written consent of SFWMD.

Section 4. Drainage Over Lots. Each Lot shall enjoy and shall be subject to a perpetual cross easement of drainage in favor of all adjacent Lots and no Owner may construct any improvement or other obstruction upon his Lot, including but not limited to landscaping, which will in any way impede and/or interfere with water drainage and the runoff of rainwater onto or from his Lot.

ARTICLE XVI

ENTRY FEATURE AND ROADWAYS

A portion of the Common Properties, ~~including a portion of the right-of-way located at the intersection of _____ and _____,~~ may contain an entry feature ~~(which will consist of a berm area which will be landscaped and will contain a sign)~~ and roadways containing street lights, all of which shall be maintained by the Association, the expense of which is to be a Common Expense.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Severability. In the event any provision, covenant, clause, paragraph, phrase, word or any portion of this Declaration, the Articles, the By-Laws or Rules, or application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Declaration, the Articles, the By-Laws or Rules or the application of such provision to such person or circumstance shall not be affected thereby and each remaining provision, covenant, clause, paragraph, phrase, word or portion thereof shall be valid and enforceable to the fullest extent permitted by law.

Section 2. Term. Subject to the amendment provisions of Article XXII hereof, the covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the ~~Declarant, the~~ Owners, the City of Boca Raton, and their respective successors and assigns, for a term of forty (40) years from the date this Amended and Restated Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of eighty percent (80%) of the Lots and their mortgagees and the City of Boca Raton has been recorded revoking covenants.

Section 3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of the Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the singular, and the masculine, feminine and neuter genders shall each include the other.

Section 4. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 5. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

Section 6. Notice. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail, ~~or by email if consented to by the Owner~~ . If delivery is made by mail, it shall be deemed to have been delivered ~~seventy-two (72) hours after a copy of the~~ upon same ~~hashaving~~ been deposited in the United States Mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 7. No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY ~~DECLARANT~~ ASSOCIATION OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY LOT, UNIT OR PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION

THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 8. Declarant's Right to Add Additional Property or Withdraw Property.

~~Declarant shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the Property) to the scheme of this Declaration. Declarant shall also have the right to withdraw property from the scheme of this Declaration, subject to the approval of Palm Beach County. Such addition or withdrawal by Declarant shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Lots. Upon addition of any property to the scheme of this Declaration, the term "Property" herein shall be deemed to include such additional property and the Owners of such additional property shall become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses. Except as otherwise described herein, no property shall be withdrawn from this Declaration unless such property is dedicated to another association or governmental authority. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary declaration with respect thereto. Notwithstanding the rights contained in this Section, no Lot can be withdrawn from the provisions of this Declaration at any time subsequent to said Lot and Unit being sold by Declarant in the ordinary course of business.~~

~~Section 9. —~~Adjustment of Amount. All references in this Declaration to specific dollar amounts ~~shall~~ may, at the Board's discretion, be adjusted on the fifth anniversary of the recording of this Amended and Restated Declaration, and every five years thereafter; ~~so that the adjusted amount will have the same purchasing power as the amount applicable in the year this Declaration was recorded.~~ The index to be employed is the index numbers of Retail Commodity prices designated "CONSUMER PRICE INDEX - U.S. CITY AVERAGE, ALL ITEMS" prepared by the Bureau of Labor Statistics of the U.S.

Department of Labor. In the event the U.S. Department of Labor ceases to prepare and to publish those retail commodity index numbers, the adjustment of amounts thereafter shall be according to the most closely comparable commodity index designated by the U.S. Department of Labor and if it is not designated by that department, then the most closely comparable index as determined by the Board.

~~Section 10. Claims by Association. The Association shall not finance, institute, bring, support, encourage, or participate in any litigation, proceeding, or other action involving damages claimed in excess of \$20,000.00 without first obtaining the prior approval of the Board and either: (a) the written approval of the Declarant, or (b) the affirmative vote of the Owners entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total votes of all classes of membership then existing. This provision may not be amended without the consent of Declarant.~~
9. Claims by Association. The Association may commence and defend litigation provided it complies with the requirements of Section 720.303, Florida Statutes, as amended from time to time..

~~Section 11. Attorneys' Fees.~~ Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

~~Section 11. Non-Liability of Declarant Board Members.~~ The ~~Declarant Board Members~~ shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person.

~~Section 12. Conflict.~~ In the event of a conflict between the provisions of this Declaration and the Articles or By-Laws, or Rules, the provisions hereof shall prevail.

ARTICLE XVIII

FINES

Section 1. Compliance. Every Owner and his tenants, guests, invitees and agents shall comply with the provisions of this Declaration, the Articles, By Laws and Rules as same exist and may be adopted from time to time by the Board.

Section 2. Enforcement. In addition to all other remedies available (and not in lieu thereof), failure to comply with the terms and provisions of this Declaration, the Articles, By-Laws, and Rules shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof. The Board shall have the right to suspend voting rights and use of the Common Properties in addition thereto.

Section 3. Mortgages. A breach of the covenants, conditions or restrictions contained in this Declaration, the Articles, the By-Laws or the Rules shall not affect or impair the lien or charge of any mortgage given in good faith and for value on any Lot; provided, however, that any subsequent Owners of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 4. Fines. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon Owner for failure of an Owner, his tenants, family, guests, invitees or employees to comply herewith or with any Rule provided the following procedures are followed:

- a. Notice. The Board shall notify the Owner of the infraction or infractions, and the proposed fine or suspension that has been levied. Included in the notice shall be the date and time of a ~~special~~ meeting of a committee established by the Board in conformance with Florida law, at which time the Owner shall present reasons why penalties should not be imposed. At least ~~ten (10)~~ fourteen (14) days' written notice of such meeting shall be given, or such longer time as required by Florida law.

- b. Hearing. The facts of non-compliance or violation shall be presented to the ~~Board~~committee after which the ~~Board~~committee shall hear reasons why penalties should not be imposed. A written decision of the ~~Board~~committee shall be submitted to the Owner not later than ~~ten~~ (10)seven (7) days after the hearing.
- c. ~~Penalties.~~ The Board may impose a ~~Special Assessment or assessments~~fine of up to \$100.00 against the Lot and the Owner ~~as follows:~~
- (1) ~~First non-compliance or per~~ violation ~~a fine not in excess of Twenty-Five,~~
and ~~no/up to \$100-Dollars (\$25.00);~~
- (2) ~~Second non-compliance or per day for a continuing~~ violation ~~a. There~~
is no limit to the aggregate amount of the fine ~~not in excess of Fifty and~~
~~no/100-Dollars (\$50.00);~~
- c. ~~Third and subsequent non-compliance for a continuing~~ violation ~~or violations which are of~~
~~a continuing nature a fine not in excess of One Hundred and no/100 Dollars (\$100.00).~~
- ~~(3)~~(1)
- d. Payment of Penalties. Fines shall be paid no later than ~~five (5)~~thirty (30) days after notice of the ~~imposition of same~~committee's determination.
- e. Collection of Fines. Fines of \$1,000.00 or more shall be treated as a Special Assessment subject to the provisions for collection of Assessments as set forth in Article VI, which include the ability to file a claim of lien and foreclosure in the event of non-payment.
- f. Non--Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the

offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recovery by law.

ARTICLE XIX

[RESERVED]

DECLARANT'S EXCEPTIONS AND ADDITIONAL RIGHTS

~~Section 1. — Declarant's Exceptions in General. Declarant and its successors or assigns will undertake the work of constructing Lots, Units and Improvements relating thereto. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Property as a community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of completed Lots. In order that said work may be completed and the Property established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:~~

- ~~a. — Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from doing whatever they determine to be necessary or advisable in connection with the completion of said work on any property owned or controlled by any of them or upon the Property, including without limitation, the alteration of its construction plan and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property may be modified by the Declarant, its successors and assigns, at any time and from time to time, without notice and without the approval of any Owner or the Association); or~~
- ~~b. — Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by them or upon the Property, such structures as may be reasonably necessary for~~

~~the conduct of its or their business of completing said work and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or~~

- ~~c. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by any of them or upon the Property, its or their business of developing, subdividing, grading and constructing Improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or~~
- ~~d. Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the Property; or~~
- ~~e. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sales offices and sign or signs on any land owned or controlled by any of them or upon the Property as may be necessary in connection with the sale, lease or other marketing of Lots in this Property or any other project being developed by Declarant, or otherwise from taking such other actions deemed appropriate.~~

~~In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use and sale of the Property.~~

~~Section 2. Declarant's Exceptions to Architectural Contra]. Declarant shall be exempt from the provisions of Article VII hereof and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make.~~

~~Section 3. Declarant's Exemption from Assessments, Architectural Controls, Maintenance, Restrictions, Delinquent Fees, Costs, Interest or Penalties. Declarant shall be exempt from the provisions of Articles V, VI, VII, VIII, IX, and XVIII hereof.~~

~~Section 4. — General Plan of Development. The Property is presently intended to be developed pursuant to a general plan of development and subject to certain protective covenants, conditions and restrictions. However, market conditions, circumstances or other factors beyond the control of Declarant may result in a need or desire to modify or alter the general plan of development. Accordingly, notwithstanding anything contained herein to the contrary, there is no obligation to complete the Property as contemplated by the present general plan of development. The Declarant hereby reserves the right at its option and sole discretion to materially alter and substantially modify the general plan of development. The Declarant or any person or entity developing and selling residential units in the ordinary course of business to which the Declarant conveys any portion of the Property (other than the Common Properties) shall have the right at its sole option and discretion to develop such property either within the scope of the project (and subject to this Declaration) or outside the scope of this project. Nothing contained herein or in any supplemental declaration shall limit the Declarant's ability to change, modify or increase the amenities contained within the Common Properties or modify or limit the Common Properties.~~

~~Section 5. — Access Easements. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the private streets constructed on the Common Properties from time to time, including use and access by construction vehicles and construction equipment, which shall terminate when the Declarant, its successors and assigns no longer own or lease any Lot or Common Properties.~~

~~Section 6. — Conduct of Business. Declarant reserves and shall have the right to enter into and transact within the Property any business necessary to consummate the sale, lease or encumbrance of Lots being developed and sold by Declarant in other portions of Woodfield Country Club P.U.D. and/or any other location, including the right to maintain models and a sales office, place signs, employ sales personnel and show Lots and including the right to carry on construction activities of all types necessary to construct all buildings in the Property. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be~~

~~considered a part of the project and shall remain the property of Declarant. This Article XIX may not be suspended, superseded or modified in any manner by any amendment to this Declaration, mien such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the provisions of this Article XIX may be assigned in writing by Declarant in whole or in part.~~

~~Section 7. Landscaping. Declarant shall have the right to determine the location, type and extent of landscaping installed on the Lots and Common Properties, including but not limited to those portions of the Lots and/or Common Properties subject to easements, whether for utilities, drainage or otherwise. Once installed, the obligation to maintain the landscaping shall be borne by the Association. In the event landscaping is removed or damaged in the course of repairing or maintaining utility and/or drainage easement areas, the Association shall promptly restore the landscaping to the same condition which existed prior to such repair or damage as expeditiously as possible.~~

~~Section 8. Miscellaneous. Declarant reserves the right to designate other uses of the Common Properties. Further, Declarant, for itself, its designees, nominees, successors and assigns and the Association, reserves the right to impose upon the Property from time to time such easements and cross easements for such purposes and uses as it deems to be in the best interest of and necessary and proper for the Property or other Parcels. In addition, Declarant shall have the right to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes as Declarant deems appropriate.~~

ARTICLE XX

SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible residents and protect the value of the Lots, the Association shall have the right but not the obligation to enforce restrictions regarding the sale and leasing of the Lots. ~~In the event that the~~The Association elects to exercise such rights, ~~notice to that effect shall be recorded and the recording of this Amended and Restated Declaration~~ in the ~~Public Records~~public records of

Palm Beach County, Florida, ~~in which event the~~ shall serve as notice to that effect. The following provisions shall apply:

Section 1. Sale or Lease. No Owner may dispose of his or her Lot or any interest herein by sale or lease (except to the spouse, parents or children of such Owner) without approval of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

~~a.~~ a. Notice to Association. Each and every time an Owner ("~~Transferor~~Transferor") intends to make a sale or lease of his or her Lot or any interest therein ("Offering"), the Owner shall give written notice to the Association ("Notice") of such intention, together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms that are supplied by the Association. The giving of such Notice shall constitute a warranty and representation by the ~~Transferor~~Transferor to the Association and any purchaser produced by the Association, as hereinafter provided, that the ~~Transferor~~Transferor believes the proposal to be bona fide in all respects. The Notice shall be sent ~~by certified mail, return receipt requested, or delivered by hand~~ to the ~~Secretary of the~~ Association ~~who shall give a receipt therefor.~~ ~~No Dwelling Units may be leased, rented or occupied by any person other than~~ in a manner determined by the Board. ~~The permitted duration of any lease and the Owner for less than a thirty (30) day period or more than two (2) times in a calendar~~ permitted number of leases per year shall be governed by the rules and regulations of the Woodfield Association. All such occupancies shall be subject to the rules and regulations of the Woodfield Association and the Association. ~~So long as Declarant, or any mortgagee succeeding Declarant in title, shall own any Lot and/or Dwelling Unit it shall have the absolute right to lease or sell any such Lot and/or Dwelling Unit to any~~

~~person, firm or corporation, upon any terms and conditions as it shall deem to be in its best interest.~~

b.a. Association's Election. Within thirty (30) days after receipt of the Notice for an intended sale or lease, ~~the Association shall either approve or disapprove the Offering (Approval") or, with respect to an intended sale only, furnish a purchaser approved by the Association and give notice thereof to Transferor who will accept the sale to the substitute purchaser furnished by the Association upon terms as favorable to Transferor as the terms stated in the Notice; except that the purchaser furnished by the Association may not have less than thirty (30) days subsequent to the date of his or her approval within which to complete the sale of Transferor's Lot. Transferor shall be bound to consummate the transaction with such purchaser as may be approved and furnished by the Association.~~the Association shall either approve or disapprove the Offering. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Association, and shall be delivered to the purchaser of the Transferor. With respect to a sale, failure of the Association to grant Approval or ~~to furnish a substitute purchaser~~disapproval within the time limits set forth herein shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser of the Transferor a written Approval in recordable form signed by two (2) officers of the Association. ~~With respect to a lease, the Board's denial of Approval within the time limits set forth herein shall be binding, and the Board shall not be required to furnish a substitute lessee; provided, however,~~the failure of the Board to

either grant Approval or to issue a denial of Approval within the time limits set forth shall constitute Approval.

e.b. Notwithstanding anything herein to the contrary, a lot owner may not lease his lot until that owner has held title for two years. The date the owner acquired title for purposes of this provision shall be determined by the date the deed or other instrument of title was recorded among the Public Records of Palm Beach County. The foregoing leasing restriction shall not apply to transactions which relate where the grantee is a spouse who obtains title as a result of a divorce proceedings and the foregoing leasing restriction shall not apply to heirs or beneficiaries under a will who acquire title following the death of the prior owner. Any occupant who resides in a lot for more than thirty (30) days in a ninety (90) day period shall be deemed to be a tenant, and not a guest, and shall be required to be approved to continue occupancy.

d.c. Every application for sale or lease shall be submitted with a fee in an amount for each as determined from time to time by the Board of Directors. In addition, as a condition of approval of a lease, the Association may require the tenants to make a security deposit in a uniform amount as determined by the Board of Directors from time to time. The deposit shall be used to pay for any damage to Association property caused by the tenant or their guests or invitees. Further, in addition to a security deposit as provided herein, the Board of Directors may impose an impact fee in an amount equal to the amount of three months' maintenance assessment or some other amount determined within the sole discretion of the Board of Directors which shall be payable by the lot owner no later than the commencement date of the lease. Any impact fee which is not timely paid may be collected by the Association using the

same procedures used to collect unpaid maintenance assessments, including recording and foreclosing a claim of lien for the unpaid amount, plus interest, costs and reasonable attorney fees incurred in collection and foreclosure.

~~e.d.~~ In the event an owner violates the two year leasing moratorium set forth in this Section by leasing his or her lot prior to owning the lot for two full years from the date of acquisition of the lot, the owner's lot shall be subject to a two year leasing moratorium which shall begin on a date selected by the Board of Directors within its sole discretion, and the Owner may be fined pursuant to Article XVIII, Section 4.

Section 2. Acquisition by Gift, Devise or Inheritance.

a. Any person (except the spouse, parent or child of an Owner unless such person is disqualified under Section 5 below) who has obtained a Lot by gift, devise or inheritance or by any other method not heretofore considered shall give to the Association notice of the fact of obtaining such Lot, together with (1) such information concerning the person(s) obtaining the Lot as may be reasonably required by the Association and (ii) a certified copy of the instrument by which the Lot was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction the Association may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given notice on the date of such knowledge.

~~b.~~ Within thirty (30) days after receipt of the aforementioned notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person receiving the same. The Board may disapprove

only if the recipient is disqualified under Section 5 below. The approval of the Association shall be in recordable form signed by any two (2) officers of the Association and delivered to the person obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. ~~If the Association shall disapprove, the matter shall be disposed of by the Association advising the person obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy the said Lot at its fair market value. The fair market value shall be determined by any of the following methods: (i) by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers just appointed; (ii) upon mutual agreement by the purchaser and person holding title; or (iii) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Lot in accordance with the terms of this Declaration.~~

~~c. — If the Association shall fail to provide a purchaser within thirty (30) days from receipt of notice described in the prior paragraphs, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance or other~~

~~transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Association.~~

Section 3. Rights of Institutional Mortgagee in Event of Foreclosure. Upon becoming the owner of a Lot through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Lot as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Association as to its ownership of such Lot ~~and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Lot, including the fee ownership thereof, without prior offer to or approval by the Board, and the provisions of Sections 1 and 2 of this Article XX shall not apply to such persons. It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the owner of a Lot under the conditions set forth in the preceding sentence, is not required to have its ownership in a Lot approved by the Association and that it is also free from the other restrictions of Sections 1 and 2 of this Article XX~~so long as the entity or person who acquired title through foreclosure is not disqualified under Section 5 below, and the ultimate occupant(s) of the lot obtains approval pursuant to this Article. .

Section 4. Enforcement. The Association shall have no liability in the event it elects not to exercise its approval rights hereunder.

Section 5. Minimum Qualifications to Purchase, Lease or Occupy Lots. Notwithstanding anything herein which may be construed to the contrary, the following shall be considered violations of this Declaration and the Board of Directors may disapprove an application to lease, occupay, or sell where any of the following circumstances exist. If any of the following circumstances exist, an applicant shall not be considered to have met the minimum qualifications to occupy, lease or purchase a Lot in the community. ~~In the context of an application to purchase,~~

~~the~~The Association shall have no obligation to provide a substitute purchaser if the applicants do not meet the minimum qualifications to occupy or purchase a Lot:

(1) There are any unresolved violations of the Declaration, Bylaws, Articles or rules by the Owner of the Lot to which the application relates including any unrepaired portions of the Lot which are the Lot owners' obligation to maintain, repair and replace. The Association shall have a right to enter the Lot which is the subject of the application prior to rendering a decision on the application to determine whether there are any violations and shall have a right to obtain from the prospective purchaser any pre-purchase inspection report which may have been prepared for the prospective purchaser prior to rendering a decision on the application;

(2) The application reflects (or the Association otherwise discovers) that the applicant would, upon taking occupancy of the premises, be in violation of a provision of this Declaration, the Bylaws, Articles or rules; or the applicant (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein;

(3) The owner is delinquent in the payment of any sums -owed to the Association whether said sums are in the form of a lien for delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the existing owner;

(4) Any proposed owner or occupant of the subject property is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another such list in Florida or any other state in the United States;

(5) Any proposed owner or occupant of the subject property has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon; or, or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance

as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or a felony involving fraud or misappropriation of money; or

(6) When the application is for a proposed sale, the purchaser intends to finance more than eighty percent (80%) of the contract purchase price. The foregoing loan-to-purchase-price limitation shall not apply in those instances where the lot owner is financing the purchase of the property using a lending program sponsored or underwritten by the United States Veterans Administration.; or

(7) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, which includes having a credit score of less than 680 or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association

(8) The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot

ARTICLE XXI

THE WOODFIELD COUNTRY CLUB

The Owner of each Lot, his successors and assigns, acknowledge and agree to the following:

Section 1. Private Clubs. ~~That Owners of Lots shall be entitled to apply for membership in the private Woodfield Country Club on the same basis as all purchasers of land in Woodfield Country Club P.U.D., but that there is no automatic membership rights in such clubs or guarantee that memberships will be available to such purchaser. The ownership of property at Woodfield Country Club P.U.D. does not confer a vested right to use the Woodfield Club Facilities ("Club Facilities") upon the Owner of such property. Membership entitling the use of Club~~

~~Facilities shall be made available by the Owner of the Club Facilities (the 'Club') on the terms and conditions prevailing for membership at the time of application. The Club reserves the right, from time to time, in its sole and absolute discretion and without notice to Owner to amend or waive the terms of use of such facilities, specifically including the terms of and eligibility for membership, the privileges available to use the Club Facilities, the categories of membership and the number of members permitted in each category of membership, to reserve membership for future purchasers of property, to terminate memberships or to make any other changes in the terms and conditions of membership or the facilities available for use by members. Nothing herein is intended to create an easement on, upon or through any of the Club Facilities for the benefit of any Owner to use the Club Facilities. Owner, upon acceptance by the Club for membership, only acquires a revocable license to use the Club facilities subject to conditions offered by the Club from time to time. The Club reserves the absolute right to discontinue the operation of the Club Facilities or to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever.~~The obligations and requirements of the Owners for membership in the private Woodfield Country Club shall be governed by the requirements of the Woodfield Country Club and the Woodfield Association.

Section 2. ~~No Interference with Development and Maintenance.~~ That neither Owner nor his or her contractors, subcontractors, or employees or agents, shall restrict, interrupt, harass or in any manner interfere with the development, construction, sale or operation of any property or activity within or related to Woodfield Country Club P.U.D. including, but not limited to, the operation and maintenance of all golf courses at Woodfield Country Club P.U.D. and the implementation of any development in or relating to the master plan for Woodfield Country Club P.U.D., as the same may be amended from time to time.

ARTICLE XXII

SECURITY MONITORING SERVICES

Only in the event that the Woodfield Association shall delegate to the Association or otherwise authorize the Association to enter into contracts for the provision of security monitoring services, the following shall apply:

~~Declarant, any Related Party of Declarant~~, the Association, or ~~their~~its successors or assigns and the cable telecommunications system operator, may enter into contracts for the provision of security monitoring services through the central telecommunications systems. ~~DECLARANT, ANY RELATED PARTY OF DECLARANT,~~ THE ASSOCIATION OR ~~THEIR~~ITS SUCCESSORS, ASSIGNS OR FRANCHISEES, AND THE CABLE TELECOMMUNICATION SYSTEM OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR , IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR MONITORING SERVICES, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE CENTRAL TELECOMMUNICATIONS SYSTEM ACKNOWLEDGES THAT ~~DECLARANT, ANY RELATED PARTY OF DECLARANT,~~ THE ASSOCIATION OR ~~THEIR~~ITS SUCCESSORS, ASSIGNS OR FRANCHISES AND THE CABLE SYSTEM OPERATOR WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security monitoring service provider to perform any of its obligations with respect to security monitoring services, and therefore every Owner or occupant of a UnitLot receiving security

monitoring services through the central telecommunication system agrees that ~~Declarant, any Related Party of Declarant,~~ the Association or their successors, assigns or franchisees and the cable telecommunications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence of the security monitoring service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security monitoring service provider. Every Owner or occupant of a ~~Unit~~Lot obtaining security monitoring services through the central telecommunications system further agrees for himself or herself, guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any, of the ~~Declarant, any Related Party of the Declarant,~~ the Association or their successors, assigns or franchisees and the cable system operator, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of ~~Declarant, any Related Party of Declarant,~~ the Association or their successors, assigns or franchisees or the cable system operator. Further, in no event will ~~Declarant, any Related Party of the Declarant,~~ the Association, the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE XXIII

AMENDMENTS TO DECLARATION

Section 1. Procedure. The process of amending or modifying this Declaration shall be as follows:

~~a. — This Declaration may be amended (i) by the consent of two thirds of the voting interests present and voting at a duly noticed meeting of the members at which a quorum is present or by written consent without a meeting with the written approval of two thirds of the voting interests voting provided that a number at least equal to a quorum of all voting interests casts a ballot, with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the Association By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. Notwithstanding the foregoing, no amendment to this Declaration shall be effective without the prior written approval of the Declarant as long as the Declarant owns any Lot.~~

b.a. Scrivener's Errors. Amendments for corrections of scrivener's errors or other changes which do not materially affect Owners' rights hereunder may be made by ~~Declarant alone until the Turnover date and thereafter by~~ the Board alone without the need of consent of the Owners.

~~c. — Copies. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees requesting notice pursuant to Article XIII, Section 4 above.~~

~~Section 2. — Non Discrimination. No amendment shall discriminate against any Owner or against any Lot, or class or group of Lots, unless the Owners so affected and their Institutional Mortgagees shall consent; and no amendment may change the percentage by which the Owner shares the Common Expenses, unless the Owner and all record owners of liens on it join in the execution of the amendment and no amendment may adversely affect the rights of any Institutional Mortgagee, unless such Institutional Mortgagee shall join in the execution of the amendment—~~

ARTICLE XXIV

MASTER DECLARATION

All rights reserved to the ~~Declarant,~~ the Association and the Owners hereunder shall be subject to any restrictions, prohibitions and approval requirements under the Master Declaration, and nothing contained herein shall supersede or eliminate any such restrictions, prohibitions and approval requirements set forth in the Master Declaration.

~~Declarant~~Association has caused this Declaration to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Signature

Printed Name and Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2020, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

_____ Personally Known OR
_____ Produced Identification

Type of Identification Produced

JOINDER AND CONSENT

~~JOINDER AND CONSENT OF OHIO SAVINGS BANK, TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB, the owner and holder of a mortgage encumbering portions of the property subject to the Declaration, hereby joins in said Declaration for the purpose of acknowledging the consent of said Lender thereto.~~

EXECUTED this ____ day of ____, 20__.

Signed, sealed and delivered _____
in the presence of:

Signature

Printed Name and Title

~~STATE OF FLORIDA
COUNTY OF _____~~

~~_____ The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2020, by _____ of _____, a State of _____ corporation, on behalf of the corporation.~~

NOTARY PUBLIC

~~_____ Personally Known OR
_____ Produced Identification _____~~

Type of Identification Produced

JOINDER AND CONSENT

~~JOINDER AND CONSENT OF BOCA LENDING CORPORATION, TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB, the owner and holder of a mortgage encumbering portions of the property subject to the Declaration, hereby joins in said Declaration for the purpose of acknowledging the consent of said Lender thereto.~~

EXECUTED this _____ day of _____, 2019.

Signed, sealed and delivered _____
in the presence of:

Signature

Printed Name and Title

~~STATE OF FLORIDA
COUNTY OF _____~~

~~_____ The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2020, by _____ of _____, a State of _____ corporation, on behalf of the corporation.~~

NOTARY PUBLIC

~~_____ Personally Known OR
_____ Produced Identification _____~~

Type of Identification Produced

JOINDER AND CONSENT

~~JOINDER AND CONSENT OF CHANNING LENDING CORPORATION, TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR
KENSINGTON AT WOODFIELD COUNTRY CLUB, the owner and holder of a mortgage
encumbering portions of the property subject to the Declaration, hereby joins in said Declaration for the
purpose of acknowledging the consent of said Lender thereto.~~

EXECUTED this _____ day of _____, 20____.

Signed, sealed and delivered _____
in the presence of:

Signature

Printed Name and Title

~~STATE OF FLORIDA
COUNTY OF _____~~

~~_____ The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2020, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.~~

NOTARY PUBLIC

~~_____ Personally Known OR
_____ Produced Identification _____~~

Type of Identification Produced

JOINDER AND CONSENT

JOINDER AND CONSENT OF WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., hereby joins in said Declaration for the purpose of acknowledging its consent.

EXECUTED this ____ day of _____, 20 ____.

Signed, sealed and delivered
in the presence of:

Signature

Printed Name and Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2020, by _____ of _____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

Personally Known OR

Produced Identification

Type of Identification Produced

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

All of the Plat of KENSINGTON AT WOODFIELD COUNTRY CLUB, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Plat Book 73, Pages 154-156; LESS AND EXCEPT Parcel G thereof.

Said Parcel I also being legally described as follows:

A tract of land being a portion of Section 4, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

Commencing at the Northwest corner of said Section 4; thence South 01°00'56" East along the West line of the North one-half of said Section 4, a distance of 299.11 feet to the POINT OF BEGINNING; thence Northeasterly along the following three courses; thence North 88°59'04" East, a distance of 233.35 feet; thence Northeasterly along the arc of a tangent curve concave to the Northwest having a radius of 2345.83 feet and a central angle of 08°31'39", a distance of 349.14 feet; thence North 80°27'25" East, a distance of 10.21 feet; thence South 50°16'46" East, a distance of 37.89 feet; thence South 01°00'56" East, a distance of 381.62 feet; thence South 01°58'13" East, a distance of 300.04 feet; thence South 01°00'56" East, a distance of 97.60 feet; thence Southeasterly and Southwesterly along the arc of a tangent curve concave to the Northwest having a radius of 1460.00 feet and a central angle of 16°52'03", a distance of 429.82 feet; thence South 15°51'07" West, a distance of 70.79 feet; thence South 88°59'04" West a distance of 541.65 feet; thence North 01°00'56" West along the said West line of the North one-half of Section 4, a distance of 1267.88 feet to the POINT OF BEGINNING; LESS AND EXCEPT the West 65.00 feet of the above described parcel.

together with the following described property:

A tract of land being a portion of Section 4, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

BEGINNING at the Northwest corner of "WOODFIELD CIRCLE PLAT TWO" as recorded in Plat Book 72, Page 81 of the Public Records in and for Palm Beach County, Florida; thence South 80°27'25" West, for 10.21 feet; thence Southwesterly along the arc of a tangent curve concave to the Northwest having a radius of 2345.83 feet and a central angle of 08°31'39", for 349.14 feet; thence South 88°59'04" West, for 168.35 feet; thence North 01°00'58" West, for 44.31 feet thence North 88°59'04" East, for 51.94 feet; thence North 89°58'05" East, for 88.90 feet; thence South 86°14'36" East, for 182.00 feet; thence Northeasterly along the arc of a non-tangent curve concave to the Northwest having a radius of 5780.00 feet and a central angle of 01°45'39" (the radius point bears North 02°24'56" West from the arc beginning), for 177.62 feet; thence North 85°49'26" East, for 17.13 feet; thence South 50°16'46" East, for 12.58 feet to the POINT OF BEGINNING.



I certify the attached is a true and correct copy of the Articles of Incorporation of KENSINGTON AT WOODFIELD, INC., a Florida corporation filed on February 4, 1994, as show by the records of this office.

I further certify the document was electronically received under FAX audit number H94000001105. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N94000000553.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of February, 1994

Authentication Code: 794A00005244-020494-N94000000553-1/1



Jim Smith
Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF

KENSINGTON AT WOODFIELD, INC.
(A not-for-profit corporation)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617 (1993) of the Florida Statutes in existence as of the date of filing these Articles with the Secretary of State of Florida, (the "Florida Not For Profit Corporation Act") and certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be KENSINGTON AT WOODFIELD, INC., hereinafter referred to as the "Association" and its duration shall be perpetual.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Kensington at Woodfield (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their Property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- a. To operate and manage the Association Property and the Common Area in accordance with the purpose and intent contained in the Declaration;
- b. To make and collect Assessments against Members to defray the common expenses of the Association;
- c. To use the proceeds of Assessments in the exercise of its powers and duties;
- d. To maintain, repair, replace and operate the Common Area;
- e. To reconstruct improvements upon the Property after casualty and to further improve the Property;
- f. To make and amend By-Laws for the Association and rules and regulations respecting the use of the Property;
- g. To pay all taxes and other assessments which are liens against the Common Area;
- h. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the rules and regulations for the use of the Property;
- i. To provide for management and maintenance and to authorize a management entity to assist the Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and

maintenance of the Common Area. For purposes of landscaping, maintenance and repair of the Common Area, the Association may employ the same management entity as is employed by the Master Association. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules, and the execution of contracts on behalf of the Association;

- j. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING

Qualification for, and admission to, membership in the Association, and the voting rights of each class of membership in the Association, shall be as provided in and regulated by the Declaration and the By-Laws of the Association.

ARTICLE V

BOARD OF DIRECTORS

~~The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors. For so long as Developer owns any Lot in the Property, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless, and until, approved by the Developer. Further, until turnover of control by Developer, as aforesaid, no director or officer need be a Member of the Association. The number of directors constituting the initial Board is three (3) and they shall serve until such time as Developer relinquishes control of the Association or until replaced by Developer. Commencing with the first annual meeting of Members following the date on which Developer relinquishes control of the Association, the directors shall be elected by the Members of the Association at the annual meeting. The Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:~~

Name _____ Address _____

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors, which number to be determined at the discretion of the Board of Directors, provided however that the number of directors may only be reduced in conjunction with the Association's election.

ARTICLE VI

OFFICERS

Officers shall be elected by the Board of Directors at the annual meetings of the directors, as provided in the By-Laws. Until such time as Developer relinquishes control of the Sub-Association, as provided in the Declaration, however, Developer shall have the right to approve all of the officers elected. The initial officers shall consist of a President, two Vice-Presidents, a Secretary and a Treasurer. The following persons shall serve as officers until the first election:

<u>Name</u>	<u>Title</u>
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ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS

The Association hereby indemnifies any director, officer or Association committee member made a party to or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

- a. whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as director, officer or committee member, or in his capacity as director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement,

conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director, officer, or committee member did not act in good faith and in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful; and

- b. by or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director, officer or committee member for the Association, or by reason of his being or having been a director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith and in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

The Board of Directors shall determine whether amounts for which a director, officer or committee member seeks indemnification were properly incurred and whether such director or

officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of the Association is:

Name	Address
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ARTICLE IX

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration, and provided further that no amendment, alteration or rescission of the By-Laws shall be made without the Association's prior written approval. Until such time as Developer relinquishes control of the Association, no amendments to the By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Association may be amended, altered or rescinded ~~asi) by the consent of a majority of the voting interests present and voting at a duly noticed meeting of the members at which a quorum is present or by written consent without a meeting with the written approval of a majority of the voting interests voting~~ provided ~~in the Florida Not For Profit Corporation Act~~that a number at least equal to a quorum of all voting interests casts a ballot, with (ii) ~~the approval or ratification of a majority of the Board~~; provided, however, that no such amendments shall conflict with the terms of the Declaration ~~or adversely affect the rights of Developer, without Developer's prior written approval~~; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express, prior written consent of the Institutional Mortgagee so affected, ~~and provided further that no amendment, alteration or rescission of these Articles shall be made without the Association's prior written approval.~~ Any attempt to amend contrary to these prohibitions shall be of no force or effect.

ARTICLE XI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII

DISSOLUTION OR MERGER OF THE ASSOCIATION

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all cost and expenses of such dissolution shall be distributed in the following manner.

- a. Real property contributed to the Association without the receipt of other than nominal consideration by the Developer (or its predecessor in interest) shall be returned to the Developer unless it refuses to accept the conveyance in whole or in part.
- b. Common Property designated as streets shall be dedicated to the appropriate local government agency.
- c. Any surface water management systems owned by the Association at dissolution shall be conveyed to an appropriate agency of local government and, if not accepted, said surface water management system shall be dedicated to a similar not-for-profit corporation to provide for the continued operation and maintenance of the surface water management system.
- d. Remaining assets shall be distributed among the Members as tenants in common, each Member's share of the assets to be determined in accordance with its voting rights.

The Association may be dissolved upon a resolution to that effect being recommended by not less than three-fourths (3/4) of the Board of Directors, and, if a decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Section 617.1433, Florida Statutes (1993)

or statute of similar import, and approved by three-fourths (3/4) of the voting rights of each and every class of membership as voted by the Members.

The Association may be merged into another not-for-profit corporation upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and approved by three-fourths (3/4) of the voting rights of each and every class of membership, as voted by the Members; provided, however, that no merger shall be effective without the consent of the Developer as long as it has the right to appoint any director to the Board of the Association, which consent may be withheld for any reason whatsoever.

ARTICLE XIII

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Robert Julien and the street address of the registered office of the Association shall be 3600 Club Place, Boca Raton, Florida 33496. The Association shall have the right to designate subsequent registered agents, from time to time, without amending these Articles of Incorporation.

ARTICLE XIV

ADDRESS

The principal place of business or mailing address of the Association shall be:

~~3600 Club Place~~
6609 NW 42nd Way
Boca Raton, FL 33496

EXHIBIT ~~"C"~~ "C"

BY-LAWS OF KENSINGTON AT ~~WOODFEILD~~ WOODFIELD

A Corporation Not-for-Profit Under the Laws of the State of Florida

1. IDENTITY. These are the By-Laws of Kensington at Woodfield, Inc., (hereinafter the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on the 4th day of February, 1994. The Association has been organized for the purpose of holding title in fee simple to and administering the operation and management of all of the lots and common areas of Kensington at Woodfield Country Club, according to the Plat thereof, recorded or to be recorded in the Public Records of Palm Beach County, Florida, and all of the community facilities located upon said lands. The Association will administer the operation and management of common areas pursuant to these By-Laws, the Declaration of Covenants and Restrictions for Kensington at Woodfield ("Declaration"), and according to the scheme of development as set forth upon the aforementioned Plat.

1.1 Office. The office of the Association shall be at ~~4214 N.W. 60th Drive~~ 3630 Club Place, Boca Raton, Florida ~~33493~~ 33496, or at such other place or places as the Board of Directors may determine from time to time.

1.2 Fiscal Year. The fiscal year shall be January 1 through December ~~131~~.

1.3 Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporation Not-for-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

2. MEMBERSHIP AND MEMBERS' MEETINGS.

2.1 Qualification. The membership of the Association shall consist of all those persons entitled to membership as provided in the Declaration.

- 2.2 Change of Membership. After receiving approval of the Association, as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a lot in Kensington at Woodfield and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be simultaneously terminated.
- 2.3 Annual Members' Meeting. The annual meeting shall be held on the first or second Tuesday in March of each year at such time and place as shall be determined by the Board of Directors for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six (6) months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.
- 2.4 Special Members' Meetings. Special Members meetings shall be held at such place as shall be determined by the Board of Directors whenever called by the President, a Vice President or a majority of the Board of Directors and/or by the members entitled to cast one-third (1/3) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 2.5 Transfer of Association Control. The transfer of control of the Association to the owners shall take place at a regular or special meeting of members in accordance with the procedural requirements set forth in this Article.

2.6 Notice of Meetings. Notice of all members' meetings shall be given by the President, a Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at the last post office address as said member's address appears on the records of the Association and the postage thereon pre-paid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, or consent to accept electronic notice in a manner consistent with Chapter 720 of the Florida Statutes, and such waiver or consent when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member.

2.7 Quorum. A quorum at members' meetings shall consist of the presence in person or by proxy of ~~one-third (1/3)~~ thirty percent (30%) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these By-Laws.

- 2.8 Voting. In any meeting of members, the owners of lots shall be entitled to cast one (1) vote for each lot so owned, ~~provided that if a Dwelling Unit is located upon more than one (1) lot, the owner thereof shall be entitled to cast only one (1) vote..~~ If a lot is owned by more than one (1) person, the right to vote shall be established on the roster of owners kept by the Secretary of the Association. The person entitled to cast the vote for said lot shall be designated by a certificate signed by all of the record owners of said lot filed with the Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the corporation shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned takes place, and in the event that such change of ownership transpires, such change of ownership shall be evidenced by the recording of a deed transferring title to the subject lot in the Public Records of Palm Beach County, Florida. A certificate designating the person entitled to cast the vote of a lot may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.
- 2.9 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated thereon and must be ~~ried~~filed with the Secretary before the appointed time of the meeting, or by any adjournment thereof.

- 2.10 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 2.11 Presiding Officer. At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.
- 2.12 Order or Business. The order of business at annual members' meetings shall be:
- 2.12.1 Determination of chairman of the meeting;
 - 2.12.2 Calling of the roll and certifying of proxies;
 - 2.12.3 Proof of notice of meeting or waiver of notice;
 - 2.12.4 Reading and disposal of any unapproved minutes;
 - 2.12.5 Reports of officers;
 - 2.12.6 Reports of Committees;
 - 2.12.7 Election of inspectors of election;
 - 2.12.8 Election of directors;
 - 2.12.9 Unfinished business;
 - 2.12.10 New Business; and
 - 2.12.11 Adjournment.
- ~~2.13 Proviso. Provided, however, that until the Developer of the development has completed all of the contemplated improvements and closed sales of all of the lots of said development or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by the Board of Directors.~~

~~3.~~ DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors and the number of directors shall be determined as follows:

3.1.1 Three (3) directors initially, which number shall remain the same until the Developer relinquishes control as hereinafter provided for, and the first election of the Board of Directors is held.

3.1.2 Five (5) directors to be elected at the first election of directors.

3.1.3 ~~The Thereafter, the~~ number of directors shall ~~remain five (5) unless said number shall be changed by a vote of the Association membership at a meeting held at least six (6) months prior to~~determined as set forth in the ~~time for the election of the Board of Directors~~Articles.

3.2 Election of Directors. Election of directors shall be conducted in the following manner:

3.2.1 Election of directors shall be held at the annual members' meeting. The Board may choose to accept nominations in advance of the annual meeting, in which case, the election shall be conducted by secret absentee ballot without any nominations at the annual meeting.

~~3.2.2 A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.~~

~~3.2.3~~__

3.2.2 The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3.2.43 Except as to vacancies arising as a result of the removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

3.2.54 Any director may be removed ~~by concurrence of two thirds (2/3) of~~ in the ~~votes of~~ manner(s) described in the ~~entire membership, at a special meeting of the members called for that purpose~~ HOA Act. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

~~3.2.6 — Provided, however, that until the Developer of the development has completed all of the contemplated improvements and closed the sales of all of the lots in the development or until the Developer elects to terminate its control of the Association, whichever event shall first occur, the first directors of the Association shall continue to serve, and in the event of vacancies, the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developer.~~

~~3.3 — Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter~~ 3.3 Term. The term of each director's service shall be for staggered terms of two (2) years. To accomplish staggered terms, the following election procedures shall apply to the election of five

(5) directors by members at the 2026 meeting of the members and election of Directors. The three (3) directors receiving the highest number of votes shall be elected for a two (2) year term. The two (2) remaining directors shall be elected for a one (1) year term. All directors elected after the 2026 annual meeting and election of directors shall be elected for two (2) year terms, and shall serve until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days after its election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of such organizational meeting shall be necessary.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail or by telephone or telegraph, at least ~~three~~ (32 2) days prior to the day named for such meeting.

3.6 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. No less than ~~three~~ (3two (2) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

- 3.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation or these By-Laws.
- 3.9 Adjourned Meeting. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.10 Joinder in Meeting by Approval of Minute. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.
- 3.11 Presiding Officer. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
- 3.12 Order of Business. The order of business at directors' meetings shall be:
- 3.12.1 Calling of roll;
 - 3.12.2 Proof of due notice of meeting;
 - 3.12.3 Reading and disposal of any unapproved minutes;
 - 3.12.4 Reports of officers and committees;
 - 3.12.5 Election of officers;

3.12.6 Unfinished business; and

3.12.7 Adjournment.

3.13 Directors' Fees. Directors' fees, if any, shall be determined by the members.

4.3. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 General. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners when such approval is specifically required. Such powers and duties of the directors shall include, but not be limited to, the following; subject, however, to the provisions of the Declaration, the Articles of Incorporation and these By-Laws:

4.1.1 To purchase insurance upon the Dwelling Units of the members of the Association and the common areas and common property of the Association, which shall include, but not be limited to, furniture, office equipment and recreational facilities and workers' compensation insurance as required by the laws of the State of Florida and to purchase additional insurance, which the Association in its discretion deems advisable, for the protection of the Association and its members.

4.1.2 To make and collect assessments, including special assessments, as provided in the Declaration, against members of the Association to defray the costs, expenses and losses of the development and the Association.

4.1.3 To collect assessments on behalf of the Woodfield Country Club Homeowners' Association, Inc. in accordance with the Master Declaration

of Covenants and Restrictions for the Woodfield Country Club P.U.D. as amended from time to time.

- 4.1.4 To collect basic ~~cable television~~Data Transmission and security charges.
- 4.1.5 To contract for the management of the common areas and any community facilities and to delegate to the contractor all powers and duties of the Association, except such as are specifically required by the Declaration, or these By-Laws to have approval by the Board of Directors or the members of the Association.
- 4.1.6 To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the development, intended to provide for the enjoyment, recreation or other use and benefit of the owners, and to declare expenses in connection therewith to be common expenses.
- 4.1.7 To merge with other homeowners' associations, whether or not contiguous to the lands of the development, on such terms and conditions as the Association may determine to be in the interest of the owners.
- 4.1.8 To pay all costs of electric power, gas, water, sewer and other utility services rendered to the development and not billed to the owners.
- 4.1.9 To enforce by legal means, the provisions of the Articles of Incorporation, these By-Laws and the Declaration and the rules and regulations hereinafter promulgated, governing the use of the common areas and community facilities.

4.2 Rules and Regulations. The Board of Directors shall adopt such rules and regulations relative to the common areas, lots, and community facilities as they shall deem necessary and proper from time to time; provided, however, that the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control of the Association.

4.3 Leases and Contracts. The undertakings, leases and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with, the Developer or other entities doing business with the Association.

5.4. OFFICERS.

5.1 Executive Officers. The executive officers of the corporation shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two (2) or more offices. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.1.1 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited

to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

5.1.2 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.1.3 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.1.4 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

- 5.2 Compensation. ~~The compensation of all officers and employees of the Association Directors shall not be fixed compensated by the directors. The Association for being on the Board of Directors. Subject to Florida law, this provision that directors' fees shall be determined by the members~~ shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the Board from contracting with a director for the management of the common areas and community facilities.

6.5. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration, and the Articles of Incorporation shall be supplemented by the following provisions:

- 6.1 Amounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include, but not be limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- 6.1.1 Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

- 6.1.2 General Reserve. A general reserve may include, but not be limited to, the following, but in no circumstances shall these reserves be considered statutory reserves under the HOA Act:

- a. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

- b. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- c. Betterments. Betterments shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

6.2 Transfer of Funds. The Board of Directors, ~~upon a two-thirds (2/3) vote of its membership,~~ shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purpose of a particular account, to and for the use of another purpose in another account.

6.3 Budget. The Board of Directors shall adopt a budget for each calendar year, which budget may be amended from time to time in accordance with the Declaration, and which shall include the estimated funds required to defray the common expenses. In addition, the Board of Directors may, at its option, provide in its budget and maintain funds for accounts and general reserves, including but not limited to the following according to good accounting practices:

6.3.1 Current Expenses. Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. ~~The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves...~~

6.3.2 General Reserve. A general reserve may include, but not be limited to, the following,

but in no circumstances shall these reserves be considered statutory reserves under the HOA Act:

- (a) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.
- (b) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (c) Betterments. Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common area and/or community facilities, ~~the amount for which shall not exceed the sum of Twenty Five Thousand (\$25,000.00) Dollars; provided, however, that in the expenditure of this fund, no sum in excess of Ten Thousand (\$10,000.00) Dollars shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration.~~

~~6.3.3 Budget Increases. Provided, however, that the amount for each budgeted item described in Paragraph 6.3 may be increased over the limitations set forth therein when approved by owners entitled to cast no less than fifty-one percent (51%) of the votes of the entire membership of the Association.~~

~~6.3.4 Developer Not Subject to Assessment. It is further provided that until the Developer, its successors and/or assigns has completed all of the contemplated improvements and closed the sales of all lots in the development, or until the Developer, its successors and/or assigns elects to terminate its control of the Association, whichever shall first occur, the Developer, its successors and/or assigns and the lots owned by it shall not be subject to assessment as provided for in the Declaration, but instead shall be assessed and caused to pay the Association, in lieu thereof, a sum equal to the actual amount of the operating cash expenditures for each calendar year, less an amount equal to the total collected assessments, including special assessments, made by the Association against owners other than the Developer; provided, however, that the Developer shall in no event be required to pay more per lot owned by it than the amount required to be paid by any other owner.~~6.3.3

6.3.4

6.3.5 Copies. Copies of the budget and proposed assessments shall be transmitted to each member on or before the first day of December preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of such budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion to

levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

- 6.4 Assessment for Common Expenses. Assessment against the owners for their share of the common expenses shall be made for the calendar year annually in advance, on or before the ~~20th day of December preceeding~~start of the year for which the assessments are made. Such assessments shall be due in four (4) quarterly installments, or as otherwise determined by the Board of Directors, in such amounts and on the dates fixed by the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal installments on the dates fixed by the Board of Directors during the period remaining in the assessment year.
- 6.5 Assessments for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.
- 6.6 Acceleration of Assessment Installment Due Upon Default. If an owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the owner

and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

- 6.7 Assessments for Emergencies. Assessments for emergencies that cannot be paid from the annual assessments for common expenses shall be due not later than fifteen (15) days following notice to the owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.
- 6.8 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors. The monies of the Association shall be deposited therein. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.
- 6.9 Financial Statements. A statement of the accounts of the Association shall be made annually by a certified public accountant and a copy of the statement shall be furnished to each member not later than April 1st of the year following the year for which the statement is made.
- 6.10 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.
- 6.11 Termination or Membership. The termination of membership in the Association by transfer of deed or otherwise, shall not relieve or release any such former owner and member from liability or obligation incurred under or in any way connected with the development during

the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7.6. RULES AND REGULATIONS. As to common areas, the Board of Directors may, from time to time adopt or amend administrative rules and regulations governing the operation, use, maintenance, management and control of same and any facilities or services made available to the owners. The Board of Directors shall, from time to time, post in a conspicuous place at the development, a copy of the rules and regulations adopted from time to time by the Board of Directors. In addition, the Board of Directors may, from time to time, adopt or amend rules and regulations governing and restricting the use and maintenance of the lots and/or Dwelling Units within the development; provided, however, that copies of such rules and regulations are furnished to each owner affected thereby prior to the time same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place.

8.7. REGISTERS.

8.1 Register of Members. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Master Association within fifteen (15) days of request therefor by the Master Association.

8.2 Application for Transfer. Any application for the transfer of a membership or for a conveyance of a lot or a lease of a lot and/or Dwelling Unit shall be accompanied by an

application fee ~~is determined by the amount of Fifty (\$50.00) Dollars~~ Board and not to exceed any amounts set by Florida law, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors. The Board of Directors shall have the right to increase or decrease the application fee.

- 8.3 Register of Pledged or Mortgaged Dwelling Units. The Association shall maintain a register for the recording of pledged or mortgaged Dwelling Units. Any pledgee or mortgagee of a Dwelling Unit may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event that a notice of default is given to any member under an applicable provision of these By-Laws, the Articles of Incorporation or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9.8. AMENDMENTS.

These By-Laws may be amended in the following manner:

- 9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- 9.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

~~9.2.1 Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or~~

~~9.2.2 By not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or~~

~~9.2.3 By all of the directors, until the first election of directors.~~

~~9.2.1 By the consent of a majority of the voting interests present and voting at a duly noticed meeting of the members at which a quorum is present or by written consent without a meeting with the written approval of a majority of the voting interests voting provided that a number at least equal to a quorum of all voting interests casts a ballot, with (ii) the approval or ratification of a majority of the Board~~

9.3 Proviso. Provided, however, that no amendment shall discriminate against any owner or against any lot and/or Dwelling Unit or class or group of lots and/or Dwelling Units, unless the owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

9.5 Developer. Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

10.9. REAL PROPERTY TAXES.

The real property taxes assessed on each lot, including any improvements thereon, shall be a separate

expense of the individual owners. The property taxes on the lands comprising the common areas, including any improvements thereon, if separately assessed, however, shall constitute a common expense to be paid in the manner set forth above.

~~11~~.10. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws.

~~12~~.11. MISCELLANEOUS.

- 12.1 Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.
- 12.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instruments shall, nevertheless, be and remain in full force and effect.
- 12.3 If any irreconcilable conflict should exist or hereafter arise, with respect to the interpretation of these By-Laws and the provisions of the Declaration, the Declaration shall govern.
- 12.4 Corporation and Association are used synonymously herein.